



Terms of Engagement for Temporary Workers

Please read this carefully.

DEFINITIONS

In these Terms of Engagement the following definitions apply:

“Assignment” means the period during which the Temporary Worker is supplied to render services to the Client;

“Client” means the person, firm or corporate body requiring the services of the Temporary Worker [together with any subsidiary or associated company as defined by the Companies Act 1985];

“Employment Business” means Michael Wisner Limited t/a Michael Wisner Team Support, Trent Business Centre, Nottingham NG2 5FT;

“Temporary Worker” means

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in these Terms are for convenience only and do not affect their interpretation.

THE CONTRACT

These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from his remuneration in accordance with clause 4.1. No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

ASSIGNMENTS

The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work in a Food & Beverage capacity.

The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability shall be determined solely by the Employment Business; and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category.

For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be or the date on which the Temporary Worker commences the first Assignment.

If during the course of an Assignment or within 1 week after the end of an Assignment the Client wishes to employ the Temporary Worker direct, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client an introduction fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be employed direct by the Client without further charge to the Client.

REMUNERATION

The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of the National average relating to age. The actual rate

will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Section 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for This information will be treated in the strictest confidence and only taken into account where, in the reasonable opinion of MW, the offence is relevant to the post for which you are applying. Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if a conviction is not declared but later comes to light.

Time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

STATUTORY LEAVE

For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment.

Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4 weeks' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.

Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The Temporary worker agrees that payment in respect of the entitlement to paid leave shall be made together with and in addition to the Temporary Worker's hourly rate.

In the course of any assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth his total holiday entitlement in each month of his leave year. Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Employment Business in writing of the dates of his intended absence. The amount of notice which the Temporary Worker is required to give should be at least twice the length of the period of leave that he wishes to take. Unless the Employment Business informs the Temporary Worker in writing that it is not possible for him to take leave on the specified dates, the Temporary Worker shall be entitled to take up his notified leave entitlement. Our holiday year runs from 1st April - 31st March. All holiday entitlement must be claimed within the current holiday year that it is accrued. You are not entitled to carry over any accrued annual leave entitlement into the next year and any unused leave will be forfeit.

None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

SICKNESS ABSENCE

The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.

For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

TIME SHEETS

If requested the Temporary Worker shall deliver to the Employment Business his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. The Temporary worker may also be required to comply with signing in and out procedures as specified by the client. Failure to submit a time sheet for hours worked or sign in and out may delay payment for those hours.

For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary worker's working time for these purposes.

CONDUCT OF ASSIGNMENTS

The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will:–

co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
not engage in any conduct detrimental to the interests of the Client;
not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
If the temporary worker is unable for any reason to attend work during the course of an assignment he should inform the client or the employment business within one hour of the commencement of the assignment or shift.

TERMINATION

The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.

The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

If the Temporary Worker does not inform the client or the Employment Business [in accordance with clause 8.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him from complying with clause 8.2.

If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of six weeks, the Employment Business reserve the right to forward his P45 to his last known address.

LAW

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.