

## TERMS OF ENGAGEMENT OF TEMPORARY WORKERS

Between Aspire Recruitment Group Ltd ( "The **Employment Business**" )  
And ( ) ( "The **Temporary Worker**" )

### 1 DEFINITIONS

1.1 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;
- "Relevant Period"** means the longer period of either 14 weeks from the <sup>1</sup>first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

1.2 Unless the context otherwise requires, references to the singular include the plural.

1.3 The heading contained in these Terms are for convenience only and do not affect their interpretation

### 2 THE CONTRACT

- 2.1 These terms constitute a contract for services between the Employment Business and the Temporary Worker upon being signed by the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. In the event of the Temporary Worker declining to accept any offer of work or not attending work for any reason, no contract shall exist between the Employment Business and The Temporary Worker. Further, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 2.2 For the avoidance of doubt, these Terms shall not give rise to contract of employment between the Employment Business and the Temporary Worker.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation is agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or alter which such varied terms shall apply.

### 3 ASSIGNMENTS

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker as a ( ) . The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.2 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 the suitability of the work to be offered shall be determined solely by the Employment Business; 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; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.
- 3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client and the steps the Client has taken to prevent such risks. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.
- 3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank Holiday) following save where the temporary worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

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<sup>1</sup> The 'first day' will be the first occasion on which a Temporary Worker is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment

- 3.5 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 1998 shall be or the date on which the Temporary Worker commences the First Assignment.
- 3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

#### **4 CONFIRMATION OF TEMPORARY WORKER**

- 4.1 The Temporary Worker must provide confirmation of:
- 4.1.1 his/her identity by providing copies of his/her passport, driving licence, birth certificate;
- 4.1.2 his/her experience, training, qualifications and any other authorisation which the Client considers is necessary, or which is required by law or by any professional body, to work in the position which the Client seeks to fill.

#### **5 REMUNERATION**

- 5.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £ ( ) being the minimum rate of remuneration that the Employment Business reasonable expects to achieve, for all hours worked. 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 such deductions as the Employment Business may be required by law to make.
- 5.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from Employment Business or Clients for time not spent on Assignments, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

#### **6 STATUTORY LEAVE**

- 6.1 For the purpose of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on 1 January or, if later, on the date that the Temporary Worker starts an Assignment or a series of Assignments.
- 6.2 Under the Working Time Regulation 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.
- 6.3 Where a Temporary worker wishes to take paid leave to which he is entitled during the course of an assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.
- 6.4 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 amount of payment which the Temporary Worker will receive in respect of period of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment. Payments for annual leave will be calculated on the basis of rates paid during the Client's working hours.
- 6.5 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 of the Temporary Worker's total holiday entitlement in each month of the leave year.
- 6.6 Where a Bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the public holiday shall count as part of the Temporary Worker's paid annual leave entitlement.
- 6.7 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with Clause 6.4 above.
- 6.8 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.

#### **7 SICKNESS ABSENCE**

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

7.2 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.

## **8 TIMESHEETS**

- 8.1 At the end of each week of an assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 8.2 Subject to clause 8.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 8.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigation into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours.
- 8.4 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 s/he is carrying out 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.

## **9 CONDUCT OF ASSIGNMENTS**

- 9.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will:-
- 9.1.1 Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- 9.1.2 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;
- 9.1.3 Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her action on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- 9.1.4 Not engage in any conduct detrimental to the interests of the Client;
- 9.1.5 Not at any time divulge to any person, nor use his or her 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.
- 9.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.
- 9.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

## **10 TERMINATION**

- 10.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
- 10.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.
- 10.3 If the Temporary Worker does not inform the Client of the Employment Business (in accordance with Clause 9.2) 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 10.2 unless the Temporary Worker can show the exceptional circumstances prevented him or her from complying with clause 9.2
- 10.4 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 10.1, 10.2 or 10.3 above the Employment Business will be entitled to terminate the contract in accordance with clause 10.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

## **11 LAW**

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

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Signed by the Temporary Worker

Date

## CODE OF CONDUCT FOR TEMPORARY WORKERS

Between **Aspire Recruitment Group Ltd**

And.....

At Aspire Recruitment Group Ltd we strive to achieve the highest standards of excellence in our service to both our clients and candidates. We believe we achieve this by sourcing interesting assignments which will suit your skills, experience and aspirations, whether it is a short-term temporary assignment or a long-term contract.

In return, as an ambassador of our company, we expect you to abide by the code of conduct for temporary workers.

1. If we receive an assignment that suits your skills and experience a consultant will contact you to discuss the opportunity in detail. If the assignment is not of interest to you, you are under no obligation to accept it.
2. If you accept a booking you must abide by your commitment and complete the booking to the best of your ability. Should you fail to honour your commitment and prove unreliable your consultant will have difficulty in offering you any further work.
3. When you start your assignment, if you feel it is not the right position for you, **do not leave the site**. Contact your consultant as soon as possible so that they can find you alternative work and can also find a replacement for our client. If you walk out on an assignment, not only will you forfeit the right to that payment but also you may jeopardise further work being offered to you by your consultant.
4. If you need time off work on any shift, for any reason, you must contact your consultant, one hour before the start of the shift. If this is not done any money you have earned that week, including any overtime, will drop down to National Minimum wage, which currently stands at £5.52 per hour.
5. Certain assignments will pay the national minimum wage but will carry an attendance allowance for the completion of a full week or for the duration of that assignment. You will be notified at the start of each assignment of the rate of pay relating to the role being offered. If your assignment is subject to an attendance allowance and you fail to complete the full week or the duration of that assignment, if shorter, you will forfeit your right to the payment of that allowance.
6. If you are not working, please call the office everyday to inform us of your availability. This is very important because we operate an 'Availability List' and because many assignments may be given to us at short notice, we will contact available temporaries on this list first.
7. If you have worked for us that day, but do not have work the following day – ring us as soon as you get home to find out what assignments have been received which may be suitable for you.
8. If you are given a timesheets you must ensure that it is signed by your supervisor or someone of authority at the end of the week to confirm the number of hours you have worked. We must receive this from you by 9.30am the following Monday morning. Unfortunately we cannot guarantee payment if your timesheet is late and your pay will be held over until the following week.
9. We will pay you via BACS transfer into your bank or building society account on Friday, a week in arrears. Please make sure that you give your consultant the correct information so that we can process this smoothly for you.
10. Whilst on site you are obliged to comply with all regulations laid out to you by the company you are working for including dress standards, Health and Safety and all standards practices applicable for that company.
11. The 48 hour working week
  - a. The Working Time Regulations 1998 stipulate that Temporary Workers shall not work on an assignment with a Client in excess of an average 48 hours each week calculated over a 17 week reference period unless he agrees in writing that this limit shall not apply.
  - b. The Temporary Worker hereby agrees that the working week limit specified in (a) above shall not apply to any assignment on which he works.
  - c. The Temporary Worker may withdraw the consent given under this clause by giving the to the Employment Business 3 months' notice in writing.
  - d. Once the notice period specified in (c) above expires the said working week limit shall apply with immediate effect.

**I understand and agree to all the above conditions:**

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Signed

Date

Aspire Group Ltd

Registered office: P Wilson & Co, Carlton House. High Street, Higham Ferrers, NN10 8BW