

Clearfield

TERMS OF ENGAGEMENT OF TEMPORARY WORKERS

Contracts, Terms of Business and Equal Opportunity Policies are available on our website

“Assignment”	Means the period during which the Temporary Worker is supplier to render services to the Client;
“Client”	Means the person firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 requiring the services of the Temporary Worker;
“Employment Business”	Means Clearfield Ltd
“Temporary Worker”	Means.....

- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings 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 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.
- 2.2 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 their remuneration in accordance with clause 4.1.
- 2.3 No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

3. ASSIGNMENTS

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a
- 3.2 The Temporary Worker acknowledges that the nature of the temporary work means that there may be periods when no suitable work is available and agrees that suitability shall be determined solely 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.
- 3.3 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 Times Regulation shall be 1st October 1998 or the date on which the Temporary Worker commences the first Assignment, if later.

4. REMUNERATION

- 4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of 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 reductions in respect of PAYE Class 1 National Insurance Contributions and Income Tax pursuant to §134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Employment Business may be required by law to make.
- 4.2 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 time not spent on Assignment, whether in respect of rest breaks, holidays, illness or absence for any other reason unless otherwise agreed.

5. STAUTORY LEAVE

- 5.1 For the purpose of calculating entitlement to leave under this clause, leave entitlement commences on the date that the Temporary Worker starts an Assignment or a series of Assignments which last for a continuous period of 13 weeks or more. The leave year ends on the anniversary of the first Assignment.
- 5.2 Under The Working Time Regulations 1998, the Temporary Worker is entitled to 3 week's paid leave per leave year. From 23 November 1999 this leave entitlement increases to 4 weeks. All entitlement to leave must be taken during the course of the year in which it accrues and none may be carried forward to the next year.

- 5.3 The right to paid leave only arises once the Temporary Worker has been engaged on Assignments through the Employment Business for a continuous period of 13 weeks. Entitlement to paid leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of the payment to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours which they work on Assignments. Payments for annual leave will be calculated on the basis of rates paid during a client's normal working hours i.e. those which do not attract overtime rates of pay.
- 5.4 Where the Temporary Worker wishes to take any leave to which they are entitled, they should notify the Employment Business in writing of the dates of their 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 they wish to take. Unless the Employment Business informs the Temporary Worker in writing that it is not possible for the to take the leave on the specified dates, the Temporary Worker shall be entitled to take up their leave entitlement.
- 5.5 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.

6. TIME SHEETS

- 6.1 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 their time sheet duly completed to indicate the number of hours worked by them during the proceeding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a time sheet for hours worked will delay payment for those hours.
- 6.2 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 they are carrying out their activities or duties for the Client as part of the Temporary Worker's working time for these purposes.

7. CONDUCT OF ASSIGNMENTS

- 7.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if they do so, during every Assignment and afterwards where appropriate, they will:-
- a) Co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation.
 - b) Observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain
 - c) Unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment.
 - d) Take all reasonable steps to safeguard their own safety and the safety of any other person who may be present or affected by their actions on the Assignment and comply with the health and Safety policy of the Client.
 - e) Not engage in any conduct detrimental to the interest of the Client.
 - f) Not at any time divulge to any person, nor use for their or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- 7.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment they should inform the Employment Business within one hour of the commencement of the Assignment or shift.

8. TERMINATION

- 8.1 The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.
- 8.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability
- 8.3 If the Temporary Worker does not inform the Employment Business in accordance with clause 7.2 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 8.2 unless the Temporary Worker can show that exceptional circumstances prevented them from complying with clause 7.2.
- 8.4 If the Temporary Worker is absent during the course of a Assignment and the contract has not been otherwise terminated, the Employment Business will be entitled to terminate the contract in accordance with clause 8.1 if the work to which the absent worker was assigned is no longer available to the Temporary Worker.
- 8.5 If the Temporary Worker does not report to the Employment Business to notify their availability for work for a period of three weeks, the Employment Business will forward their P45 to their last known address.

9. LAW

9.1 These terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

Signed by the Temporary Worker

Date