

## Terms of Engagement of Temporary Workers

### 1. Definitions

1.1 In these terms of employment 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. "Employment Business" means Corr Recruitment, 77/78 Northbrook Street

Newbury, Berkshire, RG14 1AE "Temporary Worker" means employees engaged on individual assignments by Corr Recruitment.

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

### 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 his remuneration. No variation or alteration of these Terms shall be valid unless approved by a Director of the Employment Business in writing.

### 3. Assignments

3.1 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 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.

3.2 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 the date which the Temporary Worker commences the first Assignment.

3.3 In the case of an Assignment being cancelled at short notice, the Temporary Worker will not be entitled to any remuneration.

### 4. Remuneration

4.1 The Employment Business shall pay to the Temporary Worker remuneration agreed between the Temporary

Worker and the Employment Business for each Assignment

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 an Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

4.3 Payment will be made by BACS for all hours worked but statutory deductions (Tax & NI or advancements) will be made. Your pay will be calculated on all hours worked from Monday to Sunday. This will be paid into your bank account on the Friday of the following week. A detailed payslip will be posted to you on the same day.

4.4 Holiday Pay is accrued according to the WTR for agency staff our holiday year runs between 1st April to 31st March no holiday will be carried over after this time expires.

### 5. Working Time

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

### 6. Conduct of Assignment

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

- a) Co-operate with the Clients and staff and accept the directions, supervision and control of any responsible person in the Client's organisation.
- b) Observe any relevant rules and regulations of The Client 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 his/her own safety and the safety of any other person who may be present or affected by his/her actions on the Assignments and comply with the Health, Safety and Welfare Regulations 1992.
- e) Not engage in any conduct detrimental to the Client.
- f) Not at any time divulge to any person, nor use for his/

her own or any person's benefit any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.

g) Advise the Employment Business if he/she is offered employment by the Client and provide details of any remuneration offered by the Client.

h) Ensure your general appearance is in accordance with Client standard. Temporary Worker will be responsible for supply his/her safety equipment if required.

i) Abide by any rules where Employment Business transport is provided.

6.2 If the Temporary Worker is unable for any reason to attend work during an Assignment he/she should inform the Employment business no later than 4 hours before the Assignment is due to start, either by phone message or text message, otherwise he/she will only be paid minimum wage for all hours worked previously that week or forfeit there attendance allowance.

In the case of illness that my last for more than one day, the Temporary Worker should contact the Employment Business daily to update on possible date of return.

6.3 If the Temporary Worker fails to attend an assignment without proper notification the Employment Business reserves the right to cancel the Temporary Worker's contract.

## 7. Equal Opportunities

7.1 The Employment Business recognises that discrimination in any form is unacceptable and in most cases unlawful.

## 8. Non-Harrasment

8.1 The Employment Business recognises that harassment in any form is unacceptable and in most cases unlawful. Any issues a Temporary Worker may have should be reported to the Employment Business.

## 9. Termination

9.1 The Employment Business of the Client may, without prior notice or liability terminate the Temporary Workers assignment at any time.

9.2 The Temporary Worker may terminate an assignment at any time without prior notice. (see item 6.1 X)

9.3 If the Temporary Worker does not inform the Client or the Employment Business (in accordance with item 6.2) should they be unable to attend work during the course of an assignment this will be treated as termination of the contract of the Temporary Worker unless the Temporary Worker can show that exceptional circumstances prevented him with complying with item 6.2.

9.4 If the Temporary Worker is absent during the course of an assignment and the contract has been otherwise terminated, the Employment Business will be entitled to

terminate the contract if the work to which the absent worker was assigned in no longer available for the Temporary Worker.

9.5 The Employment Business reserves the right to remove the Temporary Worker from their listings if the Temporary has not notified the Employment Business of their availability for work and if there is no notification from the Temporary Worker that they wish to remain on the Employment Business Listings. 9.6 If the Temporary Worker attends an Assignment under the influence of alcohol or drugs, their contract will be immediately terminated.

## 10. Holidays

10.1 The Temporary Worker should notify the Employment Business of any arranged Holidays at least 7 days prior to the Holiday.

## 11. Law

11.1 These Terms are governed by the Law of England and Wales and are subject to the Courts of England and Wales.

## 12. Notice

12.1 Any notice to be served hereunder shall be served by Registered Post to the appropriate address shown at the Introduction of this Agreement.

## 13. Variations

13.1 No variation of the Terms of this Agreement shall be valid unless signed by the Temporary Worker and the Employment Business.

## 14. Monies in Advance or Expenses

14.1 Temporary Workers that are allocated monies for expenses will be responsible to provide receipts for the total amount received. If receipts are lost or not provided, the monies owing will be deducted from the Temporary Workers wages.

14.2 Temporary Workers that are allocated money in advance of their wages will have that amount deducted from their following week's wages.