

## CONTRACT FOR SERVICES FOR TEMPORARY WORKERS (PAYE)

EMPLOYEE NAME

START DATE

### 1. DEFINITIONS

1.1 In these Terms of Engagement ("Terms") the following definitions apply: "the EB" means Go Select Limited trading as Recruitmentmonster.co.uk of Kemp House, 160 City Road, London EC1V 2NX; "the TW" means the Temporary Worker; "Assignment" means the period during which the TW is engaged by the EB to render services to the Client; "Client" means the person, firm or corporate body requiring the services of the TW together with any subsidiary or associated company as defined by the Companies Act 2006; "Relevant Period" means the longer period of either 14 weeks from the first day on which the TW worked for the Client, or 8 weeks from the date the TW last worked for the Client; and "the AWR" means the Agency Workers' Regulations 2010.

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

1.3 The headings 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 EB and the TW and govern all the TW's Assignments. No contract shall exist between the EB and the TW either between Assignments, or if the TW is absent from an Assignment for any reason except authorised absence.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the EB and the TW. The EB is required to make statutory deductions from the TW's remuneration in accordance with Clause 7.

2.3 No variation or alteration of these Terms shall be valid unless details of such variation are agreed between the EB and the TW and set out in writing and a copy of the varied terms are given to the TW stating the date on or after which such varied terms shall apply.

2.4 The TW agrees to notify the EB in writing of his work history for the 6 months period prior to the commencement of any Assignment for services and hereby warrants the accuracy of any such information provided.

### 3. ASSIGNMENTS

3.1 The EB will endeavour to obtain suitable Assignments for the TW to work in. The TW is not obliged to accept any Assignment the EB offers.

3.2 The TW acknowledges the nature of temporary EB work means there may be periods when no suitable work is available and agrees that: (a) suitability shall be determined solely by the EB; (b) the EB shall incur no liability should it fail to offer the TW opportunities to work in the category applied for or in any other category.

3.3 For the purpose of calculating the average number of weekly hours worked by the TW on an Assignment, the start date for the relevant averaging period under the Working Time Regulations 1998 is Monday of the week in which the TW commences their first Assignment.

3.4 If, either before or during an Assignment, the TW becomes aware of any reason why he may not be suitable for the Assignment the TW shall notify the EB without delay.

3.5 When an Assignment is offered to the TW and subject to the TW's acceptance, the EB shall inform the TW of the identity of the Client and, if applicable, the nature of their business; the date work is to commence and duration or likely duration of the work; the type of work, the location and hours during which the TW would be required to work; the rate of remuneration that will be paid; any risks to health and safety known to the Client and steps that the Client

has taken to prevent or control such risks; and any and all entitlements which the TW has or may have pursuant to Regulations 5, 6, 12 and 13 of the AWR.

**3.6** 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 following, save where the TW is being offered an Assignment in the same position as one in which the TW has been supplied in the previous 5 business days.

**3.7** If, before the first Assignment, during the course of an Assignment or within the Relevant Period, the Client wishes to employ or engage the TW directly or through another employment business, the TW acknowledges that the EB will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client.

#### **4. ABSENCE FROM ASSIGNMENT**

If the TW is unable for any reason to attend work during an Assignment, the TW should inform the EB at least an hour before the start of their shift to enable alternative arrangements to be made.

#### **5. TERMINATION**

**5.1** The EB or the Client may terminate the TW's Assignment at any time without prior notice or liability.

**5.2** The TW may terminate an Assignment at any time without prior notice or liability.

**5.3** If the TW does not inform the Client or the EB in accordance with clause 6.2 should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the TW in accordance with clause 5.2 unless the TW can show that exceptional circumstances prevented compliance.

**5.4** If the TW is absent during the course of an Assignment and the contract has not been otherwise terminated, the EB will be entitled to terminate the contract in accordance with clause 5.1 if the work is no longer available.

**5.5** If the TW does not report to the EB to notify the TW's availability for work for a period of 16 weeks, the EB will forward the TW's P45 to the TW's last known address.

#### **6. CONDUCT**

**6.1** The TW is not obliged to accept any Assignment offered by the EB but if the TW does so, during every Assignment and afterwards, as appropriate, the TW will: (a) co-operate with the Client's reasonable instructions; (b) be present during the times or total number of hours agreed; (c) observe any relevant rules and regulations of the Client's establishment; (d) take all reasonable steps to safeguard safety; (e) not engage in any conduct detrimental to the interests of the Client or the EB; (f) not divulge any confidential information relating to the Client or the EB; (g) use the Client's systems in a reasonable manner and not for personal gain.

**6.2** If the TW is unable for any reason to attend work during the course of an Assignment they should inform the Client and the EB within one hour of the commencement of the Assignment or shift.

#### **7. REMUNERATION**

Subject to any rights or entitlements pursuant to the AWR, the EB shall pay the TW remuneration calculated at the National Minimum Wage hourly rate or at any higher rate the EB reasonably expects to achieve for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked (to the nearest quarter of an hour) to be paid weekly, one week in arrears, subject to PAYE deductions pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class I National Insurance Contributions.

#### **8. TIME SHEETS**

At the end of each week of an Assignment the TW shall deliver to the EB the TW's completed time sheet indicating the number of hours worked during the preceding week, signed by an authorised representative of the Client. The EB shall pay the TW for all hours worked regardless of whether the EB has received payment from the Client for those hours.

#### **9. HOLIDAY ENTITLEMENT**

**9.1** The provisions of this clause 9 are subject to the AWR.

**9.2** Under the Working Time Regulations the TW is entitled to a statutory period of paid leave of 5.6 weeks per year. The entitlement accrues pro rata to the amount of time the TW is engaged during the leave year (January 1st to December 31st).

**9.3** The amount of payment to which the TW is entitled in respect of paid leave is calculated in accordance with statutory provisions and recent relevant case law.

**9.4** At the end of each month or when the TW wishes to take some or all of the paid leave, the TW should notify the EB in writing in advance. The amount of notice should be at least twice the length of the period of leave requested.

**9.5** Where this contract is terminated by either party and a P45 issued, the TW is entitled to a payment in lieu of any untaken accrued paid leave.

**9.6** For the avoidance of doubt, none of the provisions of this clause shall affect the TW's status as a self-employed worker engaged on a contract for services.

## 10. DATA PROTECTION AND DISCLOSURE OF INFORMATION

**10.1** The EB will collect and process information relating to the TW in accordance with the privacy notice which is annexed to these Terms.

**10.2** EB will only process the TW's personal data lawfully and in accordance with EB's data protection policy and privacy notice.

**10.3** The EB agrees that it will not disclose any confidential information about the TW without his/her prior consent unless it is: (a) to provide work finding services in accordance with the terms of this agreement; or (b) for the purposes of any legal proceedings (including arbitration).

**10.4** Nothing in clause 10.3 shall preclude the EB from disclosing information about the TW where it is entitled to do so by law.

## 11. PENSION

The EB will comply with any employer pension duties that apply to it in respect of the TW in accordance with Part 1 of the Pensions Act 2008.

## 12. LAW

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

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## SIGNATURES

EMPLOYEE NAME

EMPLOYEE SIGNATURE

DATE

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SIGNED ON BEHALF OF

AUTHORISED SIGNATURE

DATE

**Go Select Limited T/A  
Recruitment Monster**

*J Baker*

Jonathan Baker, Managing Director

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