

CONTRACT FOR SERVICES FOR TEMPORARY WORKERS

1. INTERPRETATION AND DEFINITIONS

- 1.1 In these Terms of Engagement the following definitions apply:-
- AWR** means the Agency Workers Regulations 2010 as amended from time to time.
- Actual Rate of Pay** means, unless and until the Temporary Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Project (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Project Schedule;
- Actual QP Rate of Pay** means the rate of pay which will be paid to the Temporary Worker if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked during a Project (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Project Schedule;
- Calendar Week** means any period of seven days starting with the same day as the first day of the last Project undertaken;
- 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;
- Client's Group** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
- Control** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
- Employment Business** means Scantec Personnel Limited, Spinnaker House, Morpeth Wharf, Twelve Quays, Birkenhead CH41 1LF;
- Hourly Rate** means £ per hour or per day being the minimum rate of pay (subject to Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Temporary Worker;
- Project** means the period during which the Temporary Worker is supplied to render services to the Client;
- Project Schedule** means the document illustrating the scope of the works, remuneration, name of Client and confirmation as to whether any AWR rights may apply and have been informed by the Client to the Employment Business (and notified to the Temporary Worker) and confirmation of whether the Temporary Worker has informed the Employment Business of any time previously spent by the Temporary Worker with the Client on the same or similar Project;
- Qualifying Period** means 12 continuous Calendar Weeks during the whole or part of which the Temporary Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for the relevant Client in the same role, and as defined by the AWR;
- Relevant Period** means the longer period of either 14 weeks from the 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.
- Temporary Worker** means The Undersigned Person;
- Temporary Work Agency** means as defined in the AWR;
- The Parties** means the Employment Business and Temporary Worker;
- The Works** means particular works to be completed by the Temporary Worker as notified to the Temporary Worker by the Employment Business or otherwise from time to time as set out in the Project Schedule;
- 1.1 Unless the context otherwise requires, references to the singular include the plural.
- 1.2 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 Projects undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Projects.
- 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 the Temporary Worker's remuneration in accordance with clause 4.1.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are 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 after which such varied terms shall apply.

3. PROJECTS

- 3.1 The Employment Business will endeavour to obtain suitable Projects for the Temporary Worker which match the Temporary Workers skills and experience. The Temporary Worker shall not be obliged to accept a Project 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 a Project.
- 3.3 At the same time as a Project is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker by way of a Project Schedule 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; confirmation as to whether

- any AWR rights may apply and have been informed by the Client to the Employment Business and confirmation by the Temporary Worker to the Employment Business of any time previously spent by the Temporary Worker with the Client. 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 on the Project and any risks to health and safety known to the Client in relation to the Project and the steps the Client has taken to prevent or control such risks.
- 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:
- 3.4.1 The Temporary Worker is being offered a Project 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.
- 3.4.2 Subject to clause 3.5, the Project is intended to last for 5 consecutive working days or less and such information has previously been given to the Temporary Worker before and remains unchanged.
- 3.5 Where a Project is for five consecutive working days or less and the provisions of clause 3.4.2 are met, the Employment Business need only provide the Temporary Worker with written confirmation of the Hirer and the likely duration of the work. If the Project extends beyond the intended five consecutive working day period the Employment Business shall provide such information set out in clause 3.3 to the Temporary Worker in paper or electronic form within eight days of the start of the Project.
- 3.6 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on a Project, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Project.
- 3.7 If, before the first Project, during the course of a Project 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.
- 3.8 Prior to the commencement of each Project, during a Project and upon request by the Employment Business, the Temporary Worker must inform the Employment Business if they have previously worked directly or indirectly in the same or similar role with the current and/or proposed Client (or any business within their Group).
- 3.9 If the Temporary Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are preferential to rights and entitlements relating to the same under the Working Time Regulations 1998, any such terms and conditions and the date from which they commence will be informed to the Temporary Worker and confirmation as to whether any AWR rights may apply and have been informed by the Client to the Employment Business (and notified to the Temporary Worker) and confirmation of whether the Temporary Worker has informed the Employment Business of any time previously spent by the Temporary Worker with the Client. If the Temporary Worker knows of any rights which they are not informed they should notify the Employment Business immediately. Failure to do so may result in immediate termination of this contract.
- 3.10 Agency Workers Regulations may entitle a Temporary Worker to unpaid holidays in excess of 28 per annum ('additional holidays'). Any entitlement to 'additional holidays' will be set out in the Project Schedule.
- 3.11 The Temporary Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Temporary Worker.
- 3.12 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 Project. Time spent travelling to the Client's premises (apart from time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes. This clause 3.12 is subject to any variation set out in the relevant Project Schedule or any variation to the relevant Project Schedule which the Employment Business may make for the purpose of compliance with the Agency Workers Regulations.
- 4. REMUNERATION**
- 4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £4.55 (age 16 and 17 years) £6.45 (Age 18 – 20 inclusive) £8.20 (Age 21 - 24) and £8.72 (Age 25 & Over) being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Project basis, for each hour worked during a Project (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make. The Temporary Worker's remuneration will be set out in the Project Schedule.
- 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 a Project, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 4.3 The Employment Business shall pay to the Temporary Worker the Actual Rate of Pay unless and until the Temporary Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Project basis and as set out in the relevant Project Schedule.
- 4.4 If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Project or following completion of the Qualifying Period during the relevant Project, the Employment Business shall pay to the Temporary Worker:
- 4.4.1 The Actual QP Rate of Pay; and
- 4.4.2 The Emoluments (if any), which will be notified on a per Project basis or notified as a variation to the relevant Project Schedule.

5. STATUTORY LEAVE

- 5.1 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 a Project or a series of Projects.
- 5.2 The annual leave granted under these terms will always be the statutory minimum as it is from time to time under the Working Time Regulations 1998; the Temporary Worker is entitled to 5.6 weeks annual leave.
If the statutory minimum leave is subsequently decreased or increased then entitlement to leave under this clause will be decreased or increased so as to be set at the statutory minimum as it applies to any period in which work is carried out.
- 5.3 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.
- 5.4 Where a Temporary Worker wishes to take paid leave during the course of a Project they should notify the Employment Business of the dates of their intended absence giving notice of at least twice the length of the period of leave that they wish 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 it wishes to postpone or reduce it by.
- 5.5 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on a Project during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of a Project will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on a Project.
- 5.6 In the course of any Project 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.
- 5.7 Where a bank holiday or other Public Holiday falls during a Project and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 5.5, that day shall count as part of the Temporary Worker's paid annual leave entitlement.
- 5.8 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 5.4 above.
- 5.9 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.
- 5.10 Unless otherwise stated in the project schedule, if a Temporary Worker is entitled to annual leave over 5.6 weeks after 12 weeks on a project due to AWR, such entitlement will be reflected as a payment in lieu and shall be included as part of the Temporary Worker's hourly (or daily) rate.

6. SICKNESS ABSENCE

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that they meet the relevant statutory criteria.
- 6.2 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of a Project and that qualifying day shall be the Wednesday in every week.

7. TIME SHEETS

- 7.1 At the end of each week of a Project (or at the end of the Project 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.
- 7.2 Subject to clause 7.3 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.
- 7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations 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. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.
- 7.4 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 Project. 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.

8. CONDUCT OF PROJECTS

- 8.1 The Temporary Worker is not obliged to accept any Project offered by the Employment Business but if they do so, during every Project and afterwards where appropriate, they will:
- Co-operate with the Client and 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 or her own health and safety and that of any other person who may be present or be affected by their actions on the Project 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 their own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees or Temporary Workers, business affairs, transactions or finances.
- 8.2 If the Temporary Worker is unable for any reason to attend work during the course of a Project they should inform the Client and/or the Employment Business within one hour of the commencement of the Project or shift.
- 8.3 If, either before or during the course of a Project, the Temporary Worker becomes aware of any reason why they may not be suitable for a Project, they shall notify the Employment Business without delay.

9. TERMINATION

- 9.1 The Employment Business or the Client may terminate the Temporary Worker's Project at any time without prior notice or liability.
- 9.2 The Temporary Worker may terminate a Project in accordance with the notice period stated in the Project Schedule. In the absence of a notice period set out in the Project Schedule, the notice period shall be one week.
- 9.3 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 a Project this will be treated as termination of the Project by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 8.2.
- 9.4 If the Temporary Worker is absent during the course of a Project and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above 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.
- 9.5 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.

10. LAW

- 10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.
- 10.2 The Temporary Worker hereby authorises the Employment Business to make representations on their behalf including the submission of personal information to Clients as deemed appropriate.

11. THIRD PARTIES

- 11.1. This contract does not give any rights to any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

12 SEVERABILITY

- 12.1 If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

13 ACKNOWLEDGMENT

- 13.1. The Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Temporary Worker for the End Client during the Project shall belong to the End Client. (Accordingly the Temporary Worker shall procure all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause). The Temporary Worker waives all moral rights under the Copyright Designs and Patents Act 1988 in respect of such work deriving from a Project.

14. CONFIDENTIALITY

- 14.1 In order to protect the confidentiality and trade secrets of any End Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Worker agrees as follows:
- 14.2 Not at any time whether during or after the Project (unless expressly so authorised by the End Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the End Client;
- 14.2 To deliver up to the End Client or the Employment Business (as directed) at the end of the Project all documents and other materials belonging to the End Client (and all copies) which are in its possession including documents and other materials created during the course of the Project;
- 14.3 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under the Project in which event any such item shall belong to the End Client or the Employment Business as appropriate.
- 14.4 The Temporary Worker shall at all times comply with the Data Protection Act 1998 and any relevant regulations issued under it and any applicable codes of practice and guidelines issued from time to time by the Information Commissioner.
- 14.5 The Employment Business may maintain the Temporary Worker details as computer records. They may disclose this information to any member of the Scantec family of companies and their professional advisors, agents, Employment Agencies, Employment Businesses and where applicable Government agencies for all purposes. They may keep this information for a reasonable period of time and contact me in the future.

15. NOTICES

- 15.1 All notices which are required to be given by the Temporary Worker hereunder shall be in writing and shall be sent to the registered office of the Employment Business from time to time. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.
- 15.2 Any notice given by the Employment Business may be done personally, by email, by fax or by post. Notification is deemed to have been served when orally notified or when the written communication is delivered. In the case of email or fax communication delivery is at the time of sending the communication; with regards post, the delivery is 48 hours after dispatch by first class post.

Signed for and on behalf
of Scantec Personnel

Printed name:

Peter Bates

Position:

Managing Director

Date:

April 2020

Signed for and on behalf
of Temporary Worker:

Temporary Worker name (printed):

Date:
