

CONTRACT FOR SERVICES FOR TEMPORARY WORKERS – version 3.0
(TERMS OF ENGAGEMENT)

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

“**TEMPORARY WORKER**” MEANS...**X**.....

“**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 Prime Time to the Client.

2. THE CONTRACT

2.1. THESE TERMS CONSTITUTE A CONTRACT FOR SERVICE BETWEEN KWIK STAFF LIMITED (ACTING AS AN EMPLOYMENT BUSINESS) AND THE TEMPORARY WORKER AND THEY GOVERN ALL ASSIGNMENTS UNDERTAKEN BY THE TEMPORARY WORKER.

2.2. EVERY ASSIGNMENT IS OFFERED UNDER A NEW CONTRACT FOR SERVICE AND MAY NOT BE COUNTED AS CONTINUOUS SERVICE. WORK IS ASSIGNED ON A WEEKLY OR DAILY BASIS DEPENDANT ON THE CLIENTS' REQUIREMENTS.

2.3. THESE TERMS SHALL NOT GIVE RISE TO A CONTRACT OF EMPLOYMENT BETWEEN PRIME TIME AND THE TEMPORARY WORKER, OR BETWEEN THE CLIENT AND THE TEMPORARY WORKER. THE TEMPORARY WORKER IS ENGAGED AS A SELF-EMPLOYED WORKER, ALTHOUGH KWIK STAFF IS REQUIRED TO MAKE STATUTORY DEDUCTIONS FROM ANY REMUNERATION IN ACCORDANCE WITH CLAUSE 4.1.

2.4. NO VARIATION OR ALTERATION TO THESE TERMS SHALL BE VALID UNLESS THE DETAILS OF SUCH VARIATION ARE AGREED BETWEEN KWIK STAFF 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. ASSIGNMENTS

3.1 KWIK STAFF WILL ENDEAVOUR TO OBTAIN SUITABLE ASSIGNMENTS FOR THE TEMPORARY WORKER TO WORK AS A THE TEMPORARY WORKER SHALL NOT BE OBLIGED TO ACCEPT AN ASSIGNMENT OFFERED BY KWIK STAFF.

3.2 KWIK STAFF RESERVES THE RIGHT TO OFFER AN ASSIGNMENT TO ANY TEMPORARY WORKER IT SHOULD SELECT WHERE THAT ASSIGNMENT IS SUITABLE TO ONE OR MORE WORKERS.

3.3 KWIK STAFF AND THE TEMPORARY WORKER AGREE THAT THE NATURE OF TEMPORARY WORK IS SUCH THAT THERE MAY BE PERIODS BETWEEN ASSIGNMENTS WHEN NO WORK IS AVAILABLE. NO CONTRACT SHALL EXIST BETWEEN THE PARTIES DURING PERIODS WHEN THE TEMPORARY WORKER IS NOT WORKING ON AN ASSIGNMENT.

3.4 WHEN AN ASSIGNMENT IS OFFERED TO THE TEMPORARY WORKER, KWIK STAFF SHALL INFORM THEM

3.4.1 OF THE IDENTITY OF THE CLIENT;

3.4.2 THE NATURE OF THEIR BUSINESS;

3.4.3 THE DATE THE WORK IS TO COMMENCE AND THE LIKELY DURATION OF THE WORK (ASSIGNMENT ARE, HOWEVER, OFFERED AND ACCEPTED ON A MAXIMUM LENGTH OF ONE WEEK);

3.4.4 THE TYPE OF WORK;

3.4.5 LOCATION;

3.4.6 HOURS;

3.4.7 THE RATE OF REMUNERATION THAT WILL BE PAID AND

3.4.8 ANY RISKS TO HEALTH AND SAFETY KNOWN TO THE CLIENT AND THE STEPS THE CLIENT HAS TAKEN TO PREVENT OR CONTROL SUCH RISKS.

3.5 KWIK STAFF ALSO 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.

3.6 If, before or 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 Kwik Staff will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the

PLEASE READ THROUGH THESE TERMS AND COMPLETE THE DETAILS WHERE YOU SEE **X**

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.

3.7 Kwik Staff will also 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 The Temporary Worker gives permission to Kwik Staff to pass on either verbally or in written format any information relating to their personal details that the Client may from time to time require in relation to that Worker being placed on assignment with the Client.

4 REMUNERATION

4.1 KWIK STAFF SHALL PAY TO THE TEMPORARY WORKER REMUNERATION CALCULATED AT A MINIMUM HOURLY RATE OF £NMW.... (BEING THE MINIMUM RATE OF REMUNERATION THAT KWIK TIME REASONABLY EXPECTS TO ACHIEVE), FOR ALL HOURS WORKED. THE ACTUAL RATE WILL BE NOTIFIED ON A PER ASSIGNMENT BASIS. HOURS WORKED WILL 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 KWIK STAFF MAY BE REQUIRED BY LAW TO MAKE.

4.2 SHOULD THE TEMPORARY WORKER, HAVING ACCEPTED THAT THEY WILL WORK A FULL DAY ASSIGNMENT, LEAVE THAT ASSIGNMENT WITHOUT GOOD REASON OR ACT IN ANY MANNER DETRIMENTAL TO KWIK STAFF THEN KWIK STAFF RESERVE THE RIGHT TO REDUCE THE PAY RATE FOR THAT DAY'S ASSIGNMENT TO THE NMW (NATIONAL MINIMUM WAGE RATE).

4.3 SUBJECT TO ANY STATUTORY ENTITLEMENT UNDER THE RELEVANT LEGISLATION, THE TEMPORARY WORKER IS NOT ENTITLED TO RECEIVE PAYMENT FROM KWIK STAFF OR THE CLIENT FOR TIME NOT SPENT ON ASSIGNMENT, WHETHER IN RESPECT OF HOLIDAYS, ILLNESS OR ABSENCE FOR ANY OTHER REASON UNLESS OTHERWISE AGREED.

5 STATUTORY LEAVE

5.1 THE TEMPORARY WORKER IS ENTITLED TO 21 DAYS PAID HOLIDAY PER HOLIDAY YEAR SUBJECT TO THE RULES OF THE WORKPLACE AGREEMENT DATED THE 30TH SEPTEMBER 1999 VERSION 3 – JAN 2003 (SEE APPENDIX 1.) SHOULD A TEMPORARY WORKER WISH TO RECEIVE PAY FOR A BANK HOLIDAY THIS MUST BE REQUESTED FROM THEIR ENTITLEMENT.

5.2 NONE OF THE PROVISIONS OF THIS CLAUSE REGARDING THE STATUTORY ENTITLEMENT TO PAID HOLIDAY SHALL AFFECT THE TEMPORARY WORKER'S STATUS AS A SELF-EMPLOYED WORKER.

6 SICKNESS ABSENCE

6.1 THE TEMPORARY WORKER MAY BE ELIGIBLE FOR STATUTORY SICK PAY PROVIDED THAT THEIR MEET THE RELEVANT STATUTORY CRITERIA. IF NOT, THEN A SSP1 FORM WILL BE COMPLETED AND SENT TO THE TEMPORARY WORKER. IF THE TEMPORARY WORKER IS ABLE TO MAKE A CLAIM UNDER ANY INSURANCE POLICY IN RELATION TO THEIR TIME OFF WORK, THEN KWIK STAFF RESERVES THE RIGHT TO MAKE A CLAIM TO RECOVER ANY SSP PAID TO THAT TEMPORARY WORKER DURING THE PERIOD COVERED BY THE INSURANCE POLICY. THE TEMPORARY WORKER AGREES TO ASK THAT SUCH MONIES ARE PAID DIRECTLY TO KWIK STAFF FROM THE INSURANCE COMPANY.

7 TIME SHEETS

7.1 AT THE END OF EACH WEEK OR AT THE END OF THE ASSIGNMENT, IF SHORTER THAN A WEEK, THE TEMPORARY WORKER (WHERE REQUESTED TO DO SO) SHALL DELIVER TO KWIK STAFF (OR POST) A TIME SHEET DULY COMPLETED TO INDICATE THE NUMBER OF HOURS WORKED AND SIGNED BY AN AUTHORISED REPRESENTATIVE OF THE CLIENT.

7.2 SUBJECT TO CLAUSE 7.3 KWIK STAFF SHALL PAY THE TEMPORARY WORKER FOR ALL HOURS WORKED REGARDLESS OF WHETHER KWIK STAFF RECEIVES PAYMENT FROM THE CLIENT FOR THOSE HOURS.

7.3 WHERE THE CLIENT FAILS TO SUBMIT A PROPERLY AUTHENTICATED TIME SHEET FOR THE TEMPORARY WORKER'S HOURS, KWIK STAFF WILL 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 BUT PAYMENT WILL BE MADE WITHIN A REASONABLE PERIOD IF THE HOURS HAVE BEEN WORKED.

7.4 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 AND WILL NOT BE PAID FOR.

8 CONDUCT OF ASSIGNMENTS

8.1 THE TEMPORARY WORKER IS NOT OBLIGED TO ACCEPT ANY ASSIGNMENT OFFERED BY KWIK STAFF BUT IF THEY DO SO, DURING EVERY ASSIGNMENT AND AFTERWARDS WHERE APPROPRIATE, THEY WILL:

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- a) CO-OPERATE WITH THE CLIENT'S REASONABLE INSTRUCTIONS 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 (INCLUDING NORMAL HOURS OF WORK) TO WHICH ATTENTION HAS BEEN DRAWN OR WHICH THE TEMPORARY WORKER MIGHT REASONABLY BE EXPECTED TO ASCERTAIN;
- c) 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 ACTIONS ON THE ASSIGNMENT AND COMPLY WITH THE HEALTH AND SAFETY POLICIES AND PROCEDURES OF THE CLIENT. TO THIS END, THE TEMPORARY WORKER SHOULD ALWAYS MAKE SURE THAT THEY ARE FULLY TRAINED ON THE USE ON ANY EQUIPMENT OR MACHINERY THAT THEY ARE ASKED TO USE AND THEY SHOULD IMMEDIATELY REPORT ANY SAFETY CONCERNS THAT THEY HAVE TO THEIR PRIME TIME BRANCH STAFF AND TO THE CLIENT MANAGER;
- d) NOT ENGAGE IN ANY CONDUCT DETRIMENTAL TO THE INTERESTS OF KWIK STAFF OR THE CLIENT;
- e) NOT AT ANY TIME DIVULGE TO ANY PERSON, NOR USE FOR HIS OR HER OWN OR ANY OTHER PERSON'S BENEFIT, ANY CONFIDENTIAL INFORMATION RELATING TO THE CLIENT'S OR KWIK STAFF EMPLOYEES, BUSINESS AFFAIRS, TRANSACTIONS OR FINANCES.

8.2 IF THE TEMPORARY WORKER IS UNABLE FOR ANY REASON TO ATTEND WORK DURING THE COURSE OF AN ASSIGNMENT THEY SHOULD INFORM KWIK STAFF AT LEAST ONE HOUR BEFORE THE COMMENCEMENT OF THE SHIFT. **CALL 07531 373995 OR WHERE RELEVANT YOUR APPOINTED CONSULTANT.**

8.3 ALL CO-WORKERS TOGETHER WITH THE CLIENT'S OWN EMPLOYEES MUST BE TREATED WITH DUE RESPECT AND DIGNITY AND IN PARTICULAR, THE TEMPORARY WORKER MUST NOT DISCRIMINATE AGAINST, VICTIMISE OR HARASS OTHERS ON GROUNDS OF SEX, RACE, DISABILITY, RELIGION OR SEXUAL ORIENTATION OR OTHERWISE WHILST CARRYING OUT THE ASSIGNMENT.

8.4 IF, EITHER BEFORE OR DURING THE COURSE OF AN ASSIGNMENT, THE TEMPORARY WORKER BECOMES AWARE OF ANY REASON WHY HE OR SHE MAY NOT BE SUITABLE FOR AN ASSIGNMENT, THEY SHALL NOTIFY KWIK STAFF WITHOUT DELAY.

TERMINATION

8.5 KWIK STAFF OR THE CLIENT MAY TERMINATE THE TEMPORARY WORKER'S ASSIGNMENT AT ANY TIME WITHOUT PRIOR NOTICE OR LIABILITY.

8.6 THE TEMPORARY WORKER MAY TERMINATE AN ASSIGNMENT AT ANY TIME WITHOUT PRIOR NOTICE OR LIABILITY.

8.7 IF THE TEMPORARY WORKER DOES NOT INFORM THE CLIENT OR KWIK STAFF THAT THEY ARE UNABLE TO ATTEND WORK DURING THE COURSE OF AN ASSIGNMENT, THIS WILL BE TREATED AS AN IMMEDIATE TERMINATION OF THE ASSIGNMENT BY THE TEMPORARY WORKER UNDER CLAUSE 9.2.

EQUAL OPPORTUNITY

Kwik Staff is an equal opportunity work provider and does not tolerate discrimination in any shape or form from its Workers, its staff members or its Clients.

11 COMPLAINTS

Kwik Staff will, on receiving a complaint about a Worker, always seek to inform that Worker of the nature of the complaint and give the Worker an opportunity of giving their explanation. The Temporary Worker accepts that Kwik Staff may following a complaint not be able to offer further work at the same client.

The Temporary Worker agrees that if they have any complaint about their assignment, they will first seek to use the independent complaints procedure set up by Kwik Staff to resolve such an issue and that they will not seek to take any matter to an Employment Tribunal before exhausting this solution. Such a complaint may be about the nature of the work offered, the information given about the assignment, the hours paid, the rate paid for those hours, holiday pay accrual or amounts paid, discrimination of any sort by anyone associated with the assignment, the termination of the assignment, any health and safety issue, the conduct of any member of Kwik Staff staff, or any other issue that the Temporary Worker wants to bring to the attention of the management of Kwik Staff.

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In order to ensure the independent assessment of your complaint, you should phone the reception on 0121 2711182 and ask for a complaint registration form and pack to be sent to you. You will be given a compliant control reference number which should then be quoted on all future correspondence. Kwik Staff will seek to deal with all compliant investigations within 14 days.

LAW

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

I HAVE READ THE ABOVE CONDITIONS OF WORK AND BEEN GIVEN A CHANCE TO HAVE THEM EXPLAINED. I AM NOW PREPARED TO ABIDE BY THE ABOVE FULLY AND IN PARTICULAR, I AGREE TO THE PROCESS LAID DOWN IN CLAUSE 11 FOR DISPUTE RESOLUTION.

X _____
SIGNED BY THE TEMPORARY WORKER

X _____
DATED

AUTHORISED BY KWIK STAFF EMPLOYEE



IF YOU REQUIRE ANY ASSISTANCE WITH COMPLETION OR REQUIRE ANY ADDITIONAL INFORMATION PLEASE CALL US ON 0121 2711182.

KWIK STAFF ARE UNABLE TO OFFER WORK TO ANY APPLICANT WHO DOES NOT SIGN.

ONCE SIGNED PLEASE RETURN TO ADMIN@KWIK-STAFF.CO.UK.