

**TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS (“Terms”)
(Contract for Services - individuals)**

1. DEFINITIONS

1.1 In these Terms of the following definitions apply:-

“Act”	means Employment Agencies Act 1973 and all regulations made under that Act from time to time;
“Assignment”	means the period during which the Temporary Worker is supplied to render services to the Client of the kind identified under “type of work” on page 1;
“Accountability”	means Accountability Recruitment Ltd and any of its subsidiaries or divisions as defined by the Companies Act 1985
“Client”	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 contracting to hire the services of the Temporary Worker from Accountability;
“DP Act”	means the Data Protection Act 1998 (and the Data Protection Act 1984 where applicable).
“Employment Business”	means Accountability Recruitment Ltd which operates as an employment business in relation to the Temporary Worker;
“Personal Data”	means such data as defined in section 1(1) of the DP Act (and the Data Protection Act 1984 where applicable);
“Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
“Sensitive Personal Data”	means such data as defined in section 2 of the DP Act (and the Data Protection Act 1984 where applicable);
“Temporary Worker”	means the Temporary Worker whose name and address is stated on page 1;

- 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. 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 Accountability and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between Accountability 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 Accountability and/or its agents and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although Accountability is required to ensure statutory deductions from his remuneration are made in accordance with clause 4.1.
- 2.3 No variation or alteration of these Terms shall be valid unless set out in writing and approved by Accountability and the Temporary Worker and a copy given to the Temporary Worker within 5 working days of the date of such approval. The written variation shall state the date from which the varied term shall apply. Any variations of this clause 2.3 and clauses 4 and 9 shall also require written approval of Accountability.
- 2.4 For the purposes of the Act Accountability is an employment business which provides a work-finding service and so is prohibited under the Act from charging the Temporary Worker a fee. In so far as Accountability provides goods or other services they are described and payable as stated on page 1 and if none is stated then no goods or other services are provided by Accountability for which a fee is charged.

3. ASSIGNMENTS

- 3.1 Accountability will endeavour to obtain suitable Assignments for the Temporary Worker for the type of work shown on page 1. The Temporary Worker is not obliged to accept any Assignment offered by Accountability.
- 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 suitability shall be determined solely by Accountability and that Accountability shall incur no liability to the Temporary Worker should it fail to offer opportunities to take Assignments of the type shown overleaf.
- 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 Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.
- 3.4 The Temporary Worker shall be required to work such hours as he is advised prior to accepting each Assignment.
- 3.5 At the time of offer of an Assignment to the Temporary Worker Accountability shall provide to the Temporary Worker the information required by the Regulations to be provided. 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 after being given unless the Assignment is a repeat Assignment in the same position as a prior Assignment during the previous five business days.
- 3.6 If before the first Assignment, during the course of an Assignment or within the longer of (1) 14 weeks from the first day on which the Temporary Worker worked for the Client and (2) 8 weeks from the day after the Temporary Worker was last supplied by Accountability to the Client, the client engages the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that Accountability will be entitled either to charge an introduction or transfer fee or to agree an extension of the hiring period with the Client. At the end of such period the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. Accountability may also charge a fee to the Client where the Client introduces the Temporary Worker to a third party who then engages the Temporary Worker within the longer of the periods stated above.

4. REMUNERATION

- 4.1 The Temporary Worker shall be paid remuneration for all hours worked calculated at a minimum hourly rate equal to that specified on page 1. 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 deductions in respect of PAYE (under Sections 44-47 of the Income Tax (Earnings and Pensions Act 2003) and Class 1 National Insurance Contributions and any other deductions which may be required by law to be

made (the “Deductions”). The Temporary Worker shall be paid the remuneration due whether or not the Client in respect of the Assignment has made payment for such work.

- 4.2 The payment of the remuneration, administration of the Deductions and maintenance of all paperwork relating to it shall be the obligation and responsibility of Accountability on whose is authorised to make this promise. Whilst Accountability may be shown on forms P45 and on the Temporary Worker’s payslips as the employer of the Temporary Worker for income tax and Deductions purposes, the Temporary Worker is in fact a contractor of his or her services and not an employee of Accountability for the purposes of the Employment Rights Act 1996 or otherwise.
- 4.3 The Temporary Worker understands Accountability Recruitment Ltd is a provider of payroll payments and administration services and consents to Accountability having the obligation and responsibility for payment of his or her remuneration and administering the Deductions and having all Personal Data and Sensitive Personal Data in relation to the Temporary Worker necessary for that purpose.
- 4.4 Subject to any statutory entitlement under the Act or any other relevant legislation, the Temporary Worker is not entitled to receive remuneration for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed in accordance with the details shown on page 1.

5. STATUTORY LEAVE

- 5.1 For the purpose of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998, the leave year commences on the date the Temporary Worker starts an Assignment or a series of Assignments.
- 5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 5.6 weeks’ paid leave per leave year. 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.
- 5.3
 - (a) Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year.
 - (b) The amount of payment the Temporary Worker will receive in respect of periods of annual leave taken during an Assignment will be calculated in accordance with and paid in proportion to the number of hours the Temporary Worker shall have worked on Assignment.
 - (c) The Temporary Worker agrees that where on page 1 an additional hourly rate is stated in respect of holiday pay then payment of it together with and in addition to the Temporary Worker’s hourly rate shall satisfy the Temporary Worker’s entitlement to paid leave.

(d) Payments for annual leave will be calculated on the basis of rates paid during the Client's normal working hours, i.e., those which do not attract overtime rates of pay.

- 5.4 In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth his total holiday entitlement in each month of his leave year. Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify Accountability in writing of the dates of his 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 that he wishes to take. Unless Accountability informs the Temporary Worker in writing that it is not possible for him to take leave on the specified dates, the Temporary Worker shall be entitled to take up his notified 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.
- 5.6 (a) Where a Bank Holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the public holiday shall count as part of the Temporary Worker's paid annual leave entitlement.
- (b) Where a Bank holiday or other public holiday falls during an Assignment Accountability may at its discretion request the Temporary Worker upon giving one week's notice to take a Bank Holiday or other public holiday as part of his paid annual leave entitlement.
- 5.7 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 5.3 above.

6. SICKNESS ABSENCE

- 6.1 The Temporary Worker whilst a contractor of his or her services may be eligible for Statutory Sick Pay provided that he or she meets the relevant statutory criteria.
- 6.2 For the purposes of the Statutory Sick Pay scheme qualifying days are those which it is shown on page 1 shall be worked each week during the course of an Assignment and if none are shown then there is one qualifying day per week which is the Wednesday in each week.

7. CONDUCT OF ASSIGNMENTS

- 7.1 The Temporary Worker is not obliged to accept any Assignment offered by Accountability but if he does so, during every Assignment and afterwards where appropriate, he will:-
- a) co-operate with the Client's lawful instructions and accept and act under 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 own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
 - d) not engage in any conduct detrimental to the interests of the Client or any other workers of the Client;
 - e) not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or Accountability's, business affairs, transactions, finances, or employees.
- 7.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he should inform the Client and Accountability within one hour of the commencement of the Assignment or shift.
- 7.3 If at any time the Temporary Worker becomes aware of any reason why he or she may not be suitable for an Assignment he or she shall notify Accountability without delay.
- 7.4 The Temporary Worker warrants to Accountability that all information given to Accountability in relation to the Temporary Worker and his or her qualifications, skills, experience and any other matters requested was when given, and will throughout the Assignment remain, true, accurate, complete and not misleading.

8. TERMINATION

- 8.1 Accountability 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 by giving to Accountability notice in writing of the period stated on page 1 (one month) and if none is stated then no notice period is required.
- 8.3 If the Temporary Worker does not inform the Client and Accountability that he or she will be unable to attend work during the course of an Assignment this will be treated as immediate termination of the Assignment by the Temporary Worker.

- 8.4 If the Temporary Worker is absent during the course of an Assignment and this contract has not been otherwise terminated Accountability will be entitled to terminate this contract in accordance with clause 8.1 if the work to which the Temporary Worker was assigned is no longer available for the Temporary Worker.
- 8.5 If the Temporary Worker does not report to Accountability to notify his availability for work for a period of thirteen weeks following the end of the last Assignment, Accountability will have his P45 forwarded to his last known address.

9 CONFIDENTIALITY AND DATA PROTECTION

- 9.1 The Temporary Worker consents to Accountability keeping, processing and accessing such records and Personal Data including Sensitive Personal Data provided by the Temporary Worker to Accountability and to the content of such records and data referred to in clause 4 being disclosed to third parties (including the Client) for the purposes permitted or required by the DP Act or as required by law.
- 9.2 Where the Client employs an electronic (including biometric) clocking in and/or door entry system to facilitate its time recording and/or payroll and other access procedures such system may be provided, operated and/or controlled by Accountability for the purposes of providing the payroll services as detailed in clause 4.
- 9.4 For the purposes of the DP Act the Temporary Worker gives his/her consent to the holding, processing and accessing of Personal Data including Sensitive Personal Data provided by the Temporary Worker to Accountability or the Hirer.

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.

Signed by the Temporary Worker

Date

APPENDIX : 48 HOUR OPT OUT AGREEMENT

For use with Terms of Engagement of Temporary Workers

1. DEFINITIONS

1.1 In this opt out Agreement the definitions and clause 1.2 used in the Terms apply and:-

“Working Week” means an average of 48 hours each week calculated over a 17-week reference period.

2. RESTRICTION

2.1 The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an Assignment with the Client in excess of the Working Week unless he agrees in writing that this limit should not apply.

3. CONSENT

3.1 The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

4. WITHDRAWAL OF CONSENT

4.1 The Temporary Worker may end this Agreement by giving Accountability 2 Month's notice in writing.

4.2 For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with the Client.

4.3 Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

5. LAW

5.1 These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Court of England & Wales.

Signed by the Temporary Worker

Date _____

NB A copy of this agreement is to be given to the Temporary Worker