

7. **TIME SHEETS**

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of the week) the Temporary worker shall deliver to the Employment Business his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a timesheet for hours worked may delay payment for those hours.
- 7.2 For the avoidance of doubt and for the purpose of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out his activities of duties for the Client as part of the Assignment. 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.

8.0 **CONDUCT OF ASSIGNMENTS**

- 8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will:-
 - a. co-operate with the Client's staff 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 to 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 own safety and the safety of other person who may be present or affected by his actions on the Assignment and comply with the health and safety policies of the Client;
 - e. not engage in any conduct detrimental to the interest of the Client;
 - f. 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 the Employment Business' employees, business affairs, transactions of finances.
- 8.2 If the Temporary Worker is unable for any reason to attend work during an Assignment he should inform the Client or the Employment Business by no later than 10.00a.m. on the first day of absence to enable alternative arrangements to be made.

9. **PENSION**

- 9.1 From October 2001 certain employers are required to designate to their employees a registered stakeholder pension scheme. As a Temporary Worker with a contract for services you are not an employee of Rugby Recruitment Services Ltd and therefore we are not your Employer for this purpose. However at our discretion and once you have worked for Rugby Recruitment Services Ltd for a continuous period of three months we may provide you with details of a scheme [and permit you to pay contributions to the designated pension scheme through our payroll]. For the avoidance of doubt this does not mean that you become an employee or are being treated as an employee of Rugby Recruitment Services Ltd.

10. **TERMINATION**

- 10.1 The Employment Business or the Client may, without prior notice or liability, instruct the Temporary Worker to end an Assignment at any time.
- 10.2 **The Temporary Worker may terminate an Assignment at any time immediately by informing the Employment Business.**

11. **LAW**

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

..... Date:

Signed by the Temporary Worker

OPT-OUT OF 48 HOUR WORKING WEEK AGREEMENT

1. **DEFINITIONS**

- 1.1 **In this Agreement the following definitions apply:-**
 - ASSIGNMENT means the period during which the Temporary Worker is engaged to render services to the Client;
 - CLIENT means the person, firm or corporate body engaging the services of the Temporary Worker.
 - EMPLOYMENT BUSINESS means **Rugby Recruitment Services Ltd** of 26 Regent Place, Rugby, CV21 2PN
 - TEMPORARY WORKER means...
 - WORKING WEEK means an average of 48 hours each week calculated over a 17-week reference period.
- 1.2 Unless the context otherwise required, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in these Terms are for convenience only and do not effect their interpretation.

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 the Employment Business two weeks notice in writing.
- 4.2 For the avoidance of doubt, any notice bringing the Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a 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. **THE LAW**

- 5.1 These Terms are governed by the law of England and Wales and are subjects to the exclusive jurisdiction of the Courts of England and Wales.

..... Date:.....

Signed by the Temporary Worker