

Rugby Recruitment Services Ltd.

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TERMS OF ENGAGEMENT OF TEMPORARY WORKERS – CONTRACT FOR SERVICES

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, together with any subsidiary or associated company as defined by the Companies Act 1985;

CLIENT means the person, firm or corporate body requiring the services of the Temporary Worker;

EMPLOYMENT BUSINESS means Rugby Recruitment Services Limited of 26 Regent Place, Rugby, CV21 2PN

TEMPORARY WORKER

means

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.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.2 THE CONTRACT

2.1 These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business 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 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 his remuneration in accordance with clause 4.1.

2.3 No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a

GENERAL INDUSTRIAL / GENERAL WAREHOUSE / GENERAL TECHNICAL WORKER/GENERAL COMMERCIAL/GENERAL ACCOUNTANCY WORK

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 the Employment Business; and 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.

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 1st October 1998 or the date on which the Temporary Worker commences the first Assignment, if later.

4.0 REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at the statutory minimum hourly rate. The actual rate will be notified on a per Assignment basis for each hour worked during an Assignment to be paid weekly in arrears, subject to deductions in respect of PAYE Class 1 National Insurance Contributions and Income Tax Pursuant to S134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Employment Business may be required by law to make.

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 Assignment, whether in respect of holidays, illness or absence for any reason unless otherwise agreed.

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 day that 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 4 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 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. The amount of payment to which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an assignment will be calculated in accordance with and paid in proportion to the number of basic hours which he has worked on Assignment.

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 the Employment Business in writing of the dates of his intended absence. The amount of notice that the Temporary Worker is required to give should be at least twice the length of the period of leave that he wishes to take.

5.5 None of the provisions of this clause regarding the statutory entitlement to paid leave shall effect 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 he/she meets the relevant statutory criteria.