

## Terms of Engagement | Contract for Services & Temporary Workers

Document Name	Terms of Engagement
Version Number	2

### 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 together with any subsidiary or associated company as defined by the Companies Act 1985.

**Employment Business:** means Delton Contracts Services Ltd.

**Temporary Worker:** means the individual named above who is supplied by the Employment Business to provide services to the Client.

**Relevant Period** means the longer of:

- a) 14 weeks from the first day on which the Temporary Worker worked for the Client; or
- b) 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

1.2 Unless the context otherwise requires, references to the singular include the plural and vice versa.

1.3 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 govern all Assignments undertaken by the Temporary Worker. No contract shall exist between the parties between Assignments.

2.2 For the avoidance of doubt, nothing in these Terms shall give rise to a contract of employment. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from remuneration in accordance with clause 4.1.

2.3 No variation or alteration to these Terms shall be valid unless agreed in writing and provided to the Temporary Worker, stating the date from which such variation applies.

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### 1. Assignments

1.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as agreed. The Temporary Worker is not obliged to accept any Assignment offered.

1.2 The Temporary Worker acknowledges that temporary work may involve periods when no suitable work is available and agrees that:

- a) suitability of work shall be determined solely by the Employment Business;
- b) the Employment Business incurs no liability for failing to offer work;
- c) no contract exists between Assignments.

1.3 At the time an Assignment is offered, the Employment Business shall inform the Temporary Worker of:

- the identity of the Client and nature of its business (where applicable); start date and expected duration;
- type of work, location, and hours;
- rate of remuneration and expenses (if any);
- known health and safety risks and preventative measures;
- experience, training, qualifications or authorisations required by law or the Client.

1.4 Where such information is not provided in writing at the time of offer, it shall be confirmed in writing within three business days (excluding weekends and public holidays), unless the Temporary Worker has worked in the same role within the previous five business days.

1.5 For the purposes of the Working Time Regulations, the averaging period shall commence on the first day of the Temporary Worker's first Assignment.

1.6 If, before the first Assignment, during an Assignment, or within the Relevant Period, the Client engages or seeks to engage the Temporary Worker directly or via another employment business, the Temporary Worker acknowledges that the Employment Business may charge the Client a fee or agree an extended hire period. The same applies where the Client introduces the Temporary Worker to a third party who engages them within the Relevant Period.

1.7 The "first day" means the first occasion the Temporary Worker is supplied to the Client, or the first day of an Assignment following a break of more than 42 days since the previous Assignment.

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### 1. Remuneration

1.1 The Employment Business shall pay remuneration at a minimum expected hourly rate of £[insert], or such rate notified per Assignment, for each hour worked (to the nearest quarter hour), payable weekly in arrears, subject to deductions required by law, including PAYE and Class 1 National Insurance Contributions.

1.2 Subject to statutory entitlement, the Temporary Worker is not entitled to payment for time not worked, including holidays, sickness or other absence, unless otherwise agreed in writing.

### 2. Statutory Leave

2.1 For the purposes of the Working Time Regulations 1998, the leave year commences on the date the Temporary Worker starts their first Assignment.

2.2 The Temporary Worker is entitled to the statutory minimum annual leave, currently 5.6 weeks per leave year. If the statutory entitlement changes, entitlement under this clause shall adjust accordingly.

2.3 All annual leave must be taken in the leave year in which it accrues and may not be carried forward.

2.3 To take paid leave during an Assignment, the Temporary Worker must give notice of at least twice the length of the intended leave. The Employment Business may issue a counter-notice to postpone or reduce leave by giving equivalent notice.

2.4 Payment for leave accrues in proportion to hours worked and will be calculated based on normal working hours, excluding overtime rates.

2.5 During the first leave year, the Temporary Worker may request leave at a rate of one-twelfth of total entitlement per month.

2.6 Where a Bank or Public Holiday falls during an Assignment and is not worked, the Temporary Worker may take it as paid leave, subject to accrued entitlement and one week's notice.

2.7 On termination, the Temporary Worker shall be paid in lieu of untaken accrued leave where applicable.

2.9 Nothing in this clause affects the Temporary Worker's status as a self-employed worker.

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### 1. Sickness Absence

1.1 The Temporary Worker may be eligible for Statutory Sick Pay provided statutory criteria are met.

1.2 For SSP purposes, the qualifying day shall be Wednesday in each week during an Assignment.

### 2. Timesheets

2.1 At the end of each week (or at the end of an Assignment of one week or less), the Temporary Worker shall submit a completed timesheet signed by an authorised Client representative.

2.2 Subject to clause 7.3, payment shall be made for all hours worked regardless of whether the Employment Business has been paid by the Client.

2.3 Where a properly authorised timesheet is not submitted, payment may be delayed while investigations are carried out. No payment will be made for hours not worked.

2.4 For Working Time Regulations purposes, working time includes only periods during which the Temporary Worker is carrying out duties for the Client. Travel time, lunch breaks and rest breaks do not count as working time.

### 3. Conduct of Assignments

3.1 If the Temporary Worker accepts an Assignment, they shall:

- a) comply with reasonable instructions and accept supervision, direction and control of the Client;
- b) observe Client rules, regulations and working hours;
- c) take reasonable care for health and safety and comply with H&S policies;
- d) not engage in conduct detrimental to the Client or Employment Business;
- e) maintain confidentiality at all times.

3.2 If unable to attend work, the Temporary Worker must notify the Client and/or Employment Business within one hour of the start time.

3.3 If the Temporary Worker becomes aware of any reason they may be unsuitable for an Assignment, they must notify the Employment Business immediately.

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## 1. Termination

- 1.1 The Employment Business or the Client may terminate an Assignment at any time without notice or liability.
- 1.2 The Temporary Worker may terminate an Assignment at any time without notice or liability.
- 1.3 Failure to notify absence in accordance with clause 8.2 shall be treated as termination by the Temporary Worker unless exceptional circumstances apply.
- 1.4 Where the Temporary Worker is absent, and the Assignment is no longer available, the Employment Business may terminate the Assignment.
- 1.5 If the Temporary Worker fails to report availability for work for three consecutive weeks, the Employment Business may issue a P45 to the last known address.

## 2. Governing Law

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

**Temporary Worker Signature:** \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For and on behalf of Delton Contracts Services Ltd Authorised Signatory:**

**Position:** \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_