
PREMIER RECRUITMENT SOLUTIONS LIMITED

AGENCY WORKER CONTRACT FOR SERVICES

Between:

Premier Recruitment Solutions Limited (hereinafter referred to as the “company” or the “employment business”)

and _____ (hereinafter referred to as the “agency worker” or “you”).

Nature of Engagement

The company will act as an employment business in respect of this agreement and will endeavour to find industrial assignments for you.

The Employment Agencies Act 1973 prohibits the employment business from charging you a fee in respect of this work finding service.

Work assignments will be offered to you on an "ad hoc" basis as and when the employment business matches you with suitable clients. You are free to accept or decline such assignments. You are not guaranteed continuous work and we are under no obligation to offer you further assignments. No contract shall exist between the employment business and yourself in periods between agreed work assignments.

Although you are free to engage in other work, if you already have or are considering any additional work, you should notify the employment business so that any implications arising from the current working time legislation can be discussed.

For the avoidance of doubt, you are engaged as a self-employed worker. This contract for services and any attachments or particular assignment schedules do not therefore constitute a contract of employment between you and the employment business.

Assignments may be offered to you on an hourly, daily, weekly, or other basis. Attendance at work assignments will be in accordance with the assignment schedule for that particular assignment. When you have agreed to attend a work assignment and are unable to do so, you are required to notify us immediately.

Notification requirements to end an assignment

You are required to give seven days' notification to the employment business should you wish to cease providing your services during an agreed assignment (unless the assignment is for a shorter period, in which case you must work to the end of the agreed assignment period). You will be given seven days' notification by the employment business (or the client to whom you are assigned) should your services no longer be required during an agreed assignment (except where the assignment is for a shorter period, or the employment business deems you to be unsuitable for the position or in breach of the required standards, in which case your engagement may be terminated immediately).

Payment

Either

The employment business reasonably expects to achieve a minimum of £_____ per HR_____ for you. However, your actual payment in respect of any particular assignment may be more or less than the above amount and you will be notified of the applicable rate when you are offered any particular assignment.

Or

The employment business will offer the **national minimum wage** at the time for you. However, your actual payment in respect of any particular assignment may be more than the above amount and you will be notified of the applicable rate when you are offered any particular assignment.

You will be paid in respect of work done regardless of whether or not the employment business receives payment from the client to whom you are assigned.

Payment will be made weekly in arrears by bank credit transfer following submission of a properly completed time sheet. All timesheets have to be completed by 12.00 noon each Monday, failure to submit all timesheets in due time may result in a delay of any payments due to you. Statutory deductions such as income tax and NI contributions will be made from the payments.

Non-submission or incorrectly completed documentation may result in delayed payment. Any queries regarding payment should be raised with the payroll department.

We may offer you the facility to purchase goods from us at discounted prices if such goods are purchased in bulk. All such purchases must be authorised.

Absence

Any absence, for whatever reason, whilst on an agreed assignment must be reported at the earliest opportunity on the day in question to enable alternative arrangements to be made. Notification should be made personally to the specific Contract Manager by telephone on the first day of incapacity and at the earliest possible opportunity, this can be done by phoning the Office. Failure to comply with the above will result in the termination of your contract. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.

We do not operate a contractual sickness/injury payment scheme for agency workers.

Statutory Annual Leave

You have a statutory entitlement 5.6 weeks annual leave per year. For part years of service, entitlement will be calculated on a pro rata basis. Your leave year begins on the 6th April and ends on the 5th April each year.

You should give at least one week's written notice of your intention to take holidays. You can do this by obtaining a holiday authorisation form from the office.

The employment business will allocate agreed leave dates to take account of business needs and the arrangements made by other agency workers and our own employees to ensure operational efficiency. The employment business reserves the right to refuse leave requests if they conflict with the needs of the business and may, with due notice, require that you take your annual leave on specified dates.

You may not normally take more than two working weeks consecutively.

Annual leave must be taken in the leave year in which it is accrued. You will not be allowed to "carry over" any annual leave into a subsequent leave year.

You will not be entitled to any payment for bank holidays or public holidays unless you are actually required to work them or they are taken as part of your statutory annual leave.

Payment in respect of statutory annual leave will be in accordance with the Working Time Regulations. In the event of the termination of your contract any annual leave accrued but not taken will be paid in lieu. However, in the event of your having taken more paid leave than you have accrued pro-rata, then the appropriate payments will be deducted from your final payment. This is an express written term of your contract for services.

Health & Safety at Work

Under Health and Safety legislation each individual has a legal responsibility for their own welfare and for the health and safety of others. You must take all reasonable steps to safeguard your own safety and the safety of any other person who may be present and comply with the health and safety policies of any client to whom you are assigned.

If the Agency provides you with any protective clothing, we will require a returnable deposit from you. We regret this is necessary because of the number of workers who do not return their protective clothing when they stop working for the agency.

The deposit will be return to you on the next payday after you have returned the protective clothing.

Standards

You are under no obligation to accept an offer of an assignment, but if you do so, you agree, during every assignment and afterwards as appropriate, to observe the following conditions:

1. On attending a client's establishment, you will observe any specific instructions given regarding standards of dress. Where no specific instructions have been given, you should present a professional image and wear clothes appropriate to the responsibilities of your assignment.
2. You should be aware that our clients may insist upon the wearing of a work overcoat/ cap and/or closed shoes (i.e. open toed sandals are not permitted). Consequently, whilst you are entirely free to make your own arrangements for the purchase of such items, you may if you so wish make such purchases directly from ourselves at a discounted rate which will be agreed with you in advance. Where such purchases are made the agreed amount will be deducted directly from your wages and will be highlighted as such on your next pay statement. This is an express written term of your contract of engagement.
3. You will familiarise yourself with and observe any rules and regulations of the client's establishment, particularly with regard to use of any computer equipment, client telephones and personal mobile phones.
4. You will not engage in any conduct detrimental to the interests of the client or the employment business.
5. You will co-operate with the client's staff and accept the direction, instruction and supervision of any responsible person in the client's establishment.
6. You will not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the client's or the employment business' transactions, finances, customers, employees or business affairs.

Return of Company property

On the termination of your engagement you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of engagement.

Changes in personal details

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside your working hours.

Personal property

We do not accept liability for any loss of, or damage to, property which you bring onto our or our clients' premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

Equal Opportunities

The employment business is committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, gender, marital status, sexual orientation, gender reassignment, age or disability. Policies will be applied that are fair, equitable and consistent with skills and abilities. You have a duty to support the employment business in implementing these policies to ensure equality of opportunity.

Grievance

It is important that if you feel dissatisfied with any matter relating to your engagement you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.

Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset. Whilst we will give the same consideration to any grievance that you raise verbally, provided that you make it clear that you wish it to be treated formally, you should be aware that, in most circumstances, the law requires you to provide us with written details of your grievance before taking certain types of legal action.

You have the right to be accompanied at any stage of the procedure by a fellow worker who may act as a witness or speak on your behalf to explain the situation more clearly.

If you feel aggrieved at any matter relating to your work you should first raise the matter with the specific Contract Manager, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

If you wish to appeal you must inform the Contract Manager within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the company will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

Complaining about Discrimination or Harassment

If you believe you are the victim of minor discrimination or harassment you should first make it clear to the discriminator/harasser that their behaviour is unwelcome and politely ask them to stop. If you feel unable to do this, or if this approach fails, or if the discrimination/harassment is more serious, you should discuss the matter with a senior employee of the employment business **or the specific Contract Manager**, who will endeavour to resolve the situation on your behalf.

Stakeholder Pensions

We operate a stakeholder pension scheme which you are eligible to join after three months of service. The scheme enables you to save for your retirement using your own money, together with tax relief and investment returns. You can build up a pension fund which you may use to buy a pension when you are older or retire. The scheme is operated separately to any other pension provision and it is at your discretion and risk whether or not you contribute. Details of the pension provider are available from the wage office.

Data Protection Act 1998

The above Act was introduced to regulate personal data held either on computer or within a manual filing system. As a Labour Provider it is our responsibility to ensure that the documentation held is relevant, accurate and where necessary, kept up to date. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects under the Act. As a Agency Worker you will have the right , upon written request, to be told what personal data about you is being processed. You will also have the right to be informed of the source of the data and to whom it may be disclosed . You should be aware that personal data held by the company may be accessed by our employees, or supplied to our clients and other relevant government departments such as the Benefits Agency, Immigration service and Department for Work and Pensions (DWP). Please note this is not an exhaustive list.

We are not obliged to supply this information unless you make a written request, and for such requests a fee is payable.

If you agree to accept the above conditions, please sign and date both copies of this contract for services (retaining one for your own reference) and return one copy to the Employment Business.

Yours sincerely

_____ For and on behalf of the employment business.

I have read and understand the conditions relating to this work engagement and agree to my personal details being retained by the employment business for the purpose of matching me with suitable clients and contacting me with offers of ad hoc work assignments. I understand that this engagement, and any future work assignments will not indicate an employment relationship between the employment business and myself. I also confirm receipt of Agency Worker handbook which forms part of this contract.

Signature: Agency Worker Date:

Print Name: