

TERMS OF ENGAGEMENT

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 Temporary worker.
- 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.

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 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. Assignment

- 3.1 The Employment Business will endeavour to obtain suitable Assignment for the Temporary Worker to work as, see above category.
- 3.2 The Temporary Worker acknowledges that the nature of temporary works means that there may be periods when no suitable work is available and agrees that suitability shall be determined solely by the Employment Business. 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 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. Remuneration

- 4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate stated. The actual rate will be notified on a per Assignment basis for each hour worked during the an assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in relation to PAYE, Class 1 National Insurance Contributions and Income Tax pursuant to S134 of the income and Corporation Taxes Act 1993 and any other deduction 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 received any payment from the Employment Business or Clients for the time not spent NO Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5. Statutory Leave

- 5.1 For the purpose of calculating entitlement to leave under the clause, the leave year commences the day you start and finishes on day 365.
- 5.2 Under the Working Times Regulation 1998, the Temporary Worker is entitled to day paid leave per 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 pay 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 which the Temporary Worker will received in respect of period of annual leave taken during

the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours he has worked on Assignment.

- 5.4 In the course of any Assignment during the leave year, the Temporary Worker is entitled to request leave at the rate of 1/2th of his total holiday entitlement in each month of his last year. Where the Temporary Worker wishes to take any leave of which he is entitled, he should notify the Employment Business in WRITING of the dates of 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 the Employment Business 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 provision of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.
- 5.6 All leave is paid weekly. Temporary Workers are not permitted to take leave and work assignments in the same period.

6. **Sickness Absence**

- 6.1 Temporary Worker may be eligible for Statutory Sick Pay provided that it means the relevant statutory criteria. The Temporary Worker is not entitled secure payment from the Employment Business for absence due sickness.
- 6.2 For the purpose of the Statutory Sick Pay Scheme, there is one qualifying day per week during the course the course of an Assignment and that qualifying day shall be the Wednesday every week.

7. **Timesheet**

- 7.1 The Temporary Worker will be paid for all hours will be paid for all hours that they work in line with the hourly rate agreed for the shift/s worked, this payment is subject to the receipt of a signed timesheet.
- 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 or duties for the Company as part of the Assignment. Time spent travelling to the Company's premises, lunch breaks and other rest breaks shall not count as part of the temporary working time for this purpose.

7.3

8. Conduct of Assignment

8.1 The Temporary Worker is not obliged to accept any Assignments offered by the Employment Business but if he/she does so, during every Assignment and afterwards, where appropriate he/she will

- Co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;
- Observe any relevant rules and regulations of the Client's establishment to which attention has drawn or which the Temporary Worker might reasonably be expected to ascertain;
- Unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;
- Take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignments and comply with health and safety policies of the Client.
- Not engage in any conduct detrimental to the interest of the Client.
- Not at any time divulge to any person, nor use to his own or any other person's benefit, any confidential information to the Client's or the Employment Business' employees business affairs, transactions or finances. If the Temporary Worker is unable for any reason to attend work during an Assignment he should inform the Client of the Employment Business by no later than 2 hours prior to the start time of the Assignment.

9. Termination

9.1 The Employment Business of the Client may, without prior notice or liability, instruct the Temporary Worker to end an Assignment at any time.

9.2 The Temporary Worker may terminate employment at any time by informing the Employment Business.

9.3 If the Temporary Worker does not inform the Employment Business that they are unable to attend work / shift during the course of an assignment this will be treated as termination of the Temporary Workers employment unless the Temporary Worker is able to demonstrate exceptional circumstance preventing them from complying.

9.4 If the Temporary Worker is absent without permission during the course of the Assignment then the Employment Business will be entitled to terminate the Temporary Workers contract.

9.5 If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of three weeks, the Employment Business will process his P45 for collection.

10. Law

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

11. Borders and Immigrations

Renard has agreed to work with the Borders and Immigrations department to ensure that all our applicants are legally allowed to work in the UK. With this in mind we provide a copy of all applicants' personal information to ensure that your documentations is authentic and correct. If for any reason you feel your documentation won't pass this inspection then please advise us accordingly.