

TERMS OF ENGAGEMENT OF TEMPORARY WORKERS

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 GPW Design Services Limited of Worsley House, North Road, St Helens, WA10 2BL;
- "Temporary Worker" means the Contractor as specified in the Conditions of Engagement of Temporary Worker, reference T4P/03/03 & T5P/03/03.

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 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 in his appropriate discipline.

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 his appropriate discipline or in any other discipline.

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 the date on which the Temporary Worker commences the first Assignment

3.4 If during the course of an Assignment or within six months after the end of an Assignment the Client wishes to employ the Temporary Worker direct, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client an introduction fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be employed direct by the Client without further charge to the Client.

3.5 The Employment Business is not obliged to offer ongoing contracts to the Temporary Worker nor is the Temporary Worker obliged to accept such contracts or Assignments if offered. The Consultancy is not obliged to make its services available. Specifically both parties declare that they do not wish to create or imply any mutuality of obligations whatsoever, either during the course of this Contract for Service or during any period when contracts or Assignments are not available.

4. REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at the rate(s) shown in the Conditions of Engagement of Temporary Workers, reference T4P/03/03 and T5P/03/03. The actual rate(s) will be notified on a per Assignment basis and will be paid weekly, fortnightly, four weekly or monthly, if applicable and in arrears, subject to deductions in respect of PAYE pursuant to Section 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions 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 Client for time not spent on Assignment, whether in respect of illness or absence or for any other reason unless otherwise agreed.

4.3 The Employment Business hereby undertakes to pay the Temporary Worker in respect of work done, whether or not it is paid by the Client in respect of that work.

5. STATUTORY LEAVE

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment or a series of Assignments.

5.2 The Working Time Regulations 1998 states that the Temporary Worker is entitled to 4.8 weeks paid leave per leave year inclusive of public holidays. 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 that 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 hours that the Temporary Worker has worked on assignment. Payments for annual leave will be calculated on the basis of rates paid during the client's normal working hours.

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 of his total leave 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 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.

5.5 Where a Bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the public holiday shall count as part of the Temporary Worker's annual leave entitlement.



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- 5.6 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.
6. **SICKNESS ABSENCE**
6.1 The Temporary Worker will not be eligible for Statutory Sick Pay.
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 a 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 time sheet for hours worked may delay payment for those hours. Failure to submit a time sheet duly completed and signed by an authorised representative of the Client for alleged hours will invalidate any claim for payment whatsoever by the Temporary Worker from the Employment Business. Unless notified separately the time sheet period ends each Friday night. Time sheets must be received by the Employment Business by 10.00 am Tuesday to facilitate payment in to the Temporary Worker's bank account on the appropriate following Friday. The Temporary Worker will generally only receive their payslips on a fortnightly basis.
- 7.2 For the avoidance of doubt and for the purposes 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 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. **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 reasonable instructions 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 (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
(c) take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
(d) not engage in any conduct detrimental to the interests of the Client;
(e) 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 or finances.
- 8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he should inform the Client within one hour of the commencement of the Assignment or shift.
9. **TERMINATION**
9.1 The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.
9.2 The Temporary Worker may terminate an Assignment at any time without prior notice and liability.
9.3 If the Temporary Worker does not inform the Client (in accordance with clause 8.2) should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Temporary Worker in accordance with Clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him from complying with Clause 8.2.
9.4 If the Temporary Worker is absent during the course of an Assignment and the contract has not been otherwise terminated the Employment Business will be entitled to terminate the contract in accordance with Clause 9.1.
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 forward his P45 to his last known address.
10. **DATA PROTECTION**
10.1 You agree that by signing the Conditions of Engagement of Temporary Workers, references T4P/03/03 and T5P/03/03, you have consented to the Employment Business processing personnel data about you in order to properly fulfil its obligations under the Conditions and as otherwise required by law in relation to the Engagement in accordance with the Data Protection Act 1998. Such processing will principally be for personnel, administrative and payroll purposes.
11. **LAW**
11.1 These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.