

## CONTRACT FOR SERVICES FOR AGENCY WORKERS

TERMS OF ENGAGEMENT BETWEEN MTR GROUP RECRUITMENT Ltd., of 37 Gas Street, Wigan, WN2 5LS, registered in England No 12451651 an Employment Business (referred to as 'we/us') AND THE AGENCY WORKER (referred to as 'you')

- 1. DEFINITIONS** - In these Terms of Engagement ("Terms") "Client" means person, firm or corporate body requiring your services; "Assignment" means period during which you are engaged by us to render services to the Client; "Relevant Period" means the longer period of either 14 weeks from the first day on which you worked for Client, or 8 weeks from day after you last worked for Client; (Note: the first day is the first day of first occasion or first day of subsequent Assignment if more than 42 days since end of previous Assignment). Unless the context otherwise requires, references to the singular include the plural and vice versa. Headings in Terms are for convenience only and do not affect their interpretation.
- 2. THE CONTRACT** - (a) These Terms constitute a contract for services between us and you and they govern all your Assignments. No contract shall exist between us and you either between Assignments or if you are absent from an Assignment for any reason except authorised absence. (b) For the avoidance of doubt, these Terms shall not give rise to a contract of employment between us and you. You are engaged as a self-employed worker, although we are required to make statutory deductions from your remuneration in accordance with Clause 7. (c) No variation or alteration of these Terms shall be valid unless details of such variation are agreed in writing between us.
- 3. ASSIGNMENTS** - (a) We will endeavour to obtain suitable Assignments for you. You are not obliged to accept any Assignment we offer. (b) You acknowledge there may be periods when no suitable work is available and agree (i) suitability shall be determined solely by us; and (ii) we shall incur no liability should we fail to offer you opportunities to work in the category applied for or in any other category. (c) For the purpose of calculating average number of weekly hours worked by you on an Assignment, the start date for the relevant averaging period under Working Time Regulations is Monday of the week in which you commence your first Assignment. (d) If, either before or during an Assignment, you become aware of any reason why you may not be suitable for the Assignment you shall notify us without delay.

When an Assignment is offered to you, we shall inform you of identity of Client, and if applicable nature of their business; date work is to commence and duration or likely duration of the work; type of work, location and hours during which you would be required to work; rate of remuneration that will be paid and any expenses payable by or to you; and any risks to health and safety known to the Client and steps Client has taken to prevent or control such risks. In addition, we shall inform you what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

Where such information is not given in paper form or by electronic means it shall be confirmed by such means by end of third business day (excluding Saturday, Sunday and Public Holidays) following, save where you are being offered an Assignment in the same position as one in which you have been supplied in previous 5 business days and such information has already been given to you. Any variation of Assignment terms shall be agreed in advance with you and similarly confirmed.

If, before first Assignment, during course of an Assignment or within Relevant Period, Client wishes to employ you direct or through another employment business, you acknowledge that we will be entitled either to charge the Client a fee or to agree an extension of hiring period with Client, at end of which you may be engaged directly by Client or through another employment business without further charge to the Client. In addition, we will be entitled to charge a fee to the Client if they introduce you to a third party who subsequently engages you within the Relevant Period.

- 4. ABSENCE FROM ASSIGNMENT** - If you are unable for any reason to attend work during an Assignment, you should inform us as soon as possible to enable alternative arrangements to be made.
- 5. TERMINATION** - We, you or the Client may, without prior notice or liability, terminate an Assignment at any time. We will endeavour to give notice where possible and would appreciate it if you could do likewise. In practice, we and the Client rely upon you to complete your Assignment. Your failure to attend for any reason will normally necessitate another agency worker completing the Assignment. For the avoidance of doubt, any unauthorised absence in excess of one day from an Assignment will automatically terminate this contract from the time and date you last worked for us. We will endeavour to contact you but if unsuccessful we will issue a P45 to you. Upon termination of this contract you will be due a payment in lieu of any untaken accrued paid leave, calculated on the basis set out in clause 9.
- 6. CONDUCT** - You are not obliged to accept any Assignment offered by us but if you do so you 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 to which you might reasonably be expected to ascertain; (c) 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 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



# ***MTR GROUP RECRUITMENT***

your own or any other person's benefit, any confidential information relating to employees, business affairs, transactions or finances of Clients or ourselves; and (f) not use the telephone, fax or computer systems belonging to the Client for personal gain or benefit.

7. REMUNERATION – We shall pay you remuneration calculated at National Minimum Wage hourly rate or at any higher rate for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter of an hour) to be paid weekly, one week in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class I National Insurance Contributions and any other deductions which we may be required by law to make. Subject to any statutory entitlement under the relevant legislation, you are not entitled to receive payment from us or our Clients for time not spent on Assignment, whether in respect of holidays (except see clause 9), illness (except see clause 10) or absence or any other reason unless otherwise agreed. If for any reason you are paid in advance for an Assignment but you do not undertake or complete the hours, we reserve the right to deduct any overpayment from future remuneration (including, for avoidance of doubt, any payment due in lieu of untaken accrued paid leave) and you agree you will be personally liable to repay any balance due to us immediately upon demand.
8. TIMESHEETS - At end of each week of an Assignment you shall deliver to us your completed timesheet to indicate number of hours you have worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client. We shall pay you for all hours worked regardless of whether we have received payment from Client for those hours. Where you fail to submit a properly authenticated timesheet we shall, in a timely fashion, conduct further investigations into the hours claimed by you and reasons Client has refused to sign a timesheet for those hours. This may delay any payment due to you. We shall not make any payment to you for hours not worked. For the avoidance of doubt and purposes of Working Time Regulations, your working time (which will normally also be hours worked for which you will be paid) shall only consist of those periods during which you are carrying out 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 working time.
9. STATUTORY LEAVE - Under Working Time Regulations you are entitled to a statutory period of paid leave per year. For calculating entitlement to leave under this clause, leave year commences on the date you start an Assignment or a series of Assignments. 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 next leave year. Entitlement accrues pro-rata to the amount of time you are engaged during the leave year. For purposes of taking leave, fractions may be rounded up in half days but payment will be based on fraction due. Normally the amount of payment to which you are entitled in respect of paid leave is calculated at daytime rate in accordance with and in proportion to the number of standard hours (not overtime) you work on Assignments. If standard hours vary during the accrual period, paid leave entitlement will be calculated as an average of weekly payments for hours worked during the 12 week period prior to the week in which paid leave taken.

When you wish to take some or all of the paid leave to which you are entitled, you should notify us in writing in advance. Amount of notice should be at least twice the length of the period of leave you wish to take. Public Holidays not worked will not be paid unless you notify us to take them as part of your statutory annual entitlement. Where this contract is terminated by either party and a P45 issued, you are entitled to a payment in lieu of any untaken accrued paid leave.

For the avoidance of doubt, none of the provisions of this clause shall affect your status as a self-employed worker.
10. SSP ENTITLEMENT – Statutory Sick Pay (SSP) may be payable if: (a) you have a contract for services with us, (b) the contract is in existence at the time you are sick, ie you must be working on an assignment; if an assignment ends before you fall sick or your illness arises between assignments you will not be entitled to receive SSP, (c) you must earn more than the current Lower Earnings Limit (as defined by statute). You will be eligible for SSP if you are unable to work on at least 3 'qualifying days' which are designated as any Wednesday. Please note, SSP is not payable for the first three qualifying days in any period of entitlement. These are called 'waiting days'. SSP is only payable from the fourth qualifying day onwards. You must provide evidence of incapacity for work, eg self-certification (obtainable from us) and a doctor's certificate thereafter. You cannot claim SSP and receive maternity allowance, invalidity pension, or sickness benefit at the same time. You cannot be on maternity leave and claim SSP. SSP is payable for qualifying days of incapacity until one of the following occurs: (a) you return to work or are no longer incapable of work, (b) your contract is terminated (ie the client ends the assignment), (c) you have received the maximum payment of 28 weeks SSP.
11. LAW - These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

**Agency worker :**

**Signature**

**Date:**

## **MTR GROUP RECRUITMENT**

CRN: 12451651; VAT:344084411; Business Space Solution, 112-114 Market Street, WN2 3AY, Wigan,  
Phone: 01942665240; e-mail: [info@mtrgrouprecruitment.co.uk](mailto:info@mtrgrouprecruitment.co.uk)