

# ANDERSON HOARE: TERMS AND CONDITIONS FOR TEMPS

## DEFINITIONS

The **temporary worker** means the person or limited company (including any officer, employee, or agent thereof) engaged by the client to carry out the assignment.

The **assignment** means the period during which the temporary worker is engaged to render services to the client.

The **employment business** means Anderson Hoare Recruitment Consultants

The **client** means the person, firm or corporate body requiring the services of the temporary worker.

## 1 THE CONTRACT

**a** These terms and conditions constitute a contract for services between the employment business and the temporary worker upon being signed by the temporary worker and they govern assignments where the client has been supplied with the temporary workers services through the employment business. The temporary worker has also signed an agency agreement with the employment business which applies where the temporary worker is engaged by the client through the exempt division.

**b** For the avoidance of doubt these terms and conditions shall not give rise to a contract of employment between the employment business and the temporary worker. No contract shall exist between the employment business and the temporary worker between assignment.

**c** No variation or alteration to these terms and conditions shall be valid unless approved by the employment business in writing.

## 2 ASSIGNMENTS

**a** The employment business agrees to engage the services of the temporary worker on these terms and conditions and shall endeavour to obtain suitable assignments for the temporary worker with clients to work as

**b** The failure of the employment business to obtain suitable assignments for the temporary worker shall not give rise to any liability on the employment business and the temporary worker recognises that there may be periods between assignments when no work is available.

**c** The temporary worker shall not be obliged to accept an assignment offered by the employment business.

## 3 TIMESHEETS

At the end of each week of an assignment (or at the end of the assignment where it is for a period of less than one week or is completed before the end of a week) the temporary worker shall deliver to the employment business his/her timesheet duly completed to indicate the number of hours worked by him/her during the preceding week and signed by an authorised representative of the client. Failure to submit an original timesheet for hours worked may delay payment for those hours. For the avoidance of doubt and for purposes of the working time regulations, the temporary worker's working time shall only include those periods during which he/she is carrying out an activity or duty 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.

## 4 PAYMENTS – Basic

The employment business shall pay the temporary worker for the assignment specified in clause 3a at the minimum rate of £6.00 per hour for each hour worked by the temporary worker with the client, subject to deductions for national insurance, income tax and other deductions which the employment business is required by law to make.

Any alternative assignments undertaken by the temporary worker will be paid at an hourly rate to be determined by the employment business.

Subject to any statutory entitlement under the relevant legislation, the temporary worker is not entitled to receive payment from the employment business for time not spent on assignment whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

## 5 PAYMENT – Additional benefits

In addition to the hourly rate referred to in clause 5 the temporary worker may be entitled to the following benefits:

### ***Statutory Leave – Paid Annual Leave (PAL)***

All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward in the next year. After that time, entitlement to leave accrues in proportion to the amount of time worked continuously by the temporary worker on assignment during the leave year. The annual leave pay due in respect of such leave is calculated in accordance with and in proportion to the number of standard hours worked on assignment. Standard hours for these purposes will be all hours worked which do not attract overtime rates of pay. Where the temporary worker wishes to take any leave to which he/she is entitled he/she should notify the temporaries consultant or manager of the employment business in writing of the dates of his/her intended absence. The amount of notice which the temporary worker is required to give is one week. 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 leave entitlement. The temporary worker may also be required to take Paid Annual Leave during periods of seasonal shutdown whilst on assignment with a client. Where the proportion of leave taken by the temporary worker exceeds the proportion of the leave year which has expired the temporary worker agrees that the employment business can recoup such sums overpaid from the temporary worker pay and temporary worker shall be liable for any shortfall thereafter. All issues relating to matters under this clause must be referred to the relevant temporaries consultant or manager.

**6 OBLIGATIONS OF THE TEMPORARY WORKER  
(conduct of assignments)**

The temporary worker agrees that during every assignment and afterwards as appropriate he/she will:

- a Co-operate with the client's staff and accept the directions, supervision and instruction of any person in the client's organisation to whom he/she is responsible and conform to the client's rules and regulations and normal hours and standards of work and practice.
- b Take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be affected by his/her actions on the assignment.
- c Not engage in any conduct detrimental to the interest of the client.
- d Advise the employment business if he/she is offered employment by the client and provide details of any remuneration offered by the client.

**7 CANCELLATION OF ASSIGNMENTS**

- a The employment business may at any time without any notice without liability instruct the temporary worker to end an assignment.
- b If the temporary worker is unable to work for any reason on an assignment he/she should inform the employment business by no later than 10.00am on the first day of the absence to enable the employment business to make alternative arrangements with the client.

**8 COMPLAINTS**

A temporary worker having any complaint connected with any assignment should present the complaint to the manager of the branch office of the employment business through which the temporary worker works.

**9 THE WORKING TIME REGULATIONS 1998**

The Working Time Regulations 1998 (the 'regulations') require the company to limit your average weekly working time to 48 hours unless you agree with the company that limit shall not apply to you. The company wishes to have an agreement with you. It proposes an agreement (which will be terminated by notice) on the basis that:

- a The 48 hour limit on average weekly working time will not apply to you.
- b You may terminate the agreement (so that the 48 hour time limit would apply to you) by giving the person at the company to whom you usually report 4 weeks written notice.

Under the regulations, the company must keep records relating to your working time. This is the case whether or not you reach an agreement with the company about waiving working time limits. If you accept the company's proposal, please sign below. This document will then be the record of the agreement between you and the company.

**10 JURISDICTION**

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

**11 HOLIDAY PAY**

We will be supplementing your hourly rate with a holiday pay element. This means that your holiday pay accrual keeps pace with your accrual of holiday entitlement. It is an advance payment to you, not pay in lieu of holiday.

Your holiday pay will be calculated as follows:

Calculated on the basis of hourly rates paid to you during the normal working hours of an Assignment, i.e. those that do not attract overtime rates of pay.

The amount of holiday pay added to the hourly rate will be 10.16% of the usual hourly rate.

Your hourly rate will be adjusted to reflect this inclusive holiday pay element:

E.G

Hourly Rate: ..... £10.00.....  
PLUS – Holiday Pay Element... ....£1.02

\_\_\_\_\_

Total Hourly rate ..... £11.02.....

The break down of the hourly rate and the inclusive holiday pay element will not be shown on payslips. Just the total hourly rate will be shown.

\_\_\_\_\_  
Signed by the temporary worker

\_\_\_\_\_  
Also print initials and surname

\_\_\_\_\_  
Date