

**(1) More Recruitment Ltd**

**AND**

**(2) .....**

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**TERMS OF ENGAGEMENT FOR  
TEMPORARY WORKERS**

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THIS AGREEMENT is made on 02.01.2020

**BETWEEN:**

- (1) **More Recruitment Ltd** incorporated and registered in England and Wales with company number **12057289** whose registered office is at 108 New Walk, Leicester, LE1 7EA
- (2) ..... of ..... (“**Temporary Worker**”).

IT IS AGREED as follows:

**1 INTERPRETATION**

1.1 In these terms of engagement, the following definitions apply:

“**Assignment**” means the temporary services to be carried out by the Temporary Worker for the Client;

“**AWR 2010**” means the Agency Workers Regulations 2010;

“**Client**” means the person, firm, partnership, or corporate body with any subsidiary (as defined in s1159 Companies Act 2006) or associated person, firm or corporate body to whom the temporary worker is Introduced;

“**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended;

“**Confidential Information**” means information in whatever form relating to the Client or the Employment Business which is confidential including, without limitation, technical data and know-how and including (but not limited to) information that the Temporary Worker creates, develops, receives or obtains in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked confidential;

“**Other Qualifying Period Payment**” means any remuneration payable to the Temporary Worker (other than the Qualifying Period Rate of Pay), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2010);

“**Qualifying Period**” means 12 continuous calendar weeks, as defined in regulation 7 of the AWR 2010, subject always to regulations 8 and 9 of the AWR 2010;

“**Qualifying Period Rate of Pay**” the increased rate of pay that will be paid to the Temporary Worker after his completion of the Qualifying Period under the AWR (if appropriate) if it is higher than the Rate of Pay;

“**Rate of Pay**” the day one rate of pay that will be paid to the Temporary Worker by the Employment Business, unless or until the Qualifying Rate of Pay applies, which is included in the Fees;

“**Relevant Period**” the longer of either 14 weeks from the first day on which the Temporary Worker provided the Services to the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Agency to the Client. The ‘first day’ will be the first occasion on which a Temporary Worker is supplied to provide the Services for the Client, or the first day of an Assignment where there has been more than 42 days since the end of any previous Assignment;

**“Relevant Terms and Conditions”** means the relevant terms and conditions as defined in regulation 6 of the AWR 2010 that apply once the Temporary Worker has completed the Qualifying Period;

**“Assignment Schedule”** means written confirmation of the detail of a particular Assignment to be given to the Temporary Worker on acceptance of that Assignment;

**“Temporary Worker”** means a worker Introduced and supplied by the Employment Business to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010;

**“WTR 1998”** means the Working Time Regulations 1998.

- 1.2 A reference to a **“company”** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.5 A reference to a particular law or regulation is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## **2 THE AGREEMENT**

- 2.1 These terms of engagement constitute a contract for services between the Employment Business and the Temporary Worker (together with the Assignment Schedule) for the supply of services to the Client and shall govern all Assignments undertaken by the Temporary Worker (including, for the avoidance of doubt, where the Temporary Worker undertakes an Assignment without having signed these terms). No contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 2.2 In the event that they are unsigned, these Conditions are deemed to be accepted by the Temporary Worker by virtue of its Introduction to, interview or arrangement of an interview with, supply to, or Engagement by, a Client.
- 2.3 For the purposes of the Conduct Regulations, the Employment Business acts as an employment business in relation to the Introduction and supply of the Temporary Worker to the Client.

## **3 ASSIGNMENTS**

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker. The Employment Business is not obliged to offer an Assignment to the Temporary Worker and the Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Temporary Worker agrees that suitability of an Assignment 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 Assignments of the type of work specified above or any other work.

- 3.3 Prior to, or at the same time that the Employment Business makes an offer of an Assignment to the Temporary Worker he will be given the following Required Information, which will usually be set out in the Assignment Schedule – Name of business, start time and rate of pay
- 3.3.1 the identity of the Client, and if applicable the nature of its business;
  - 3.3.2 the date the Assignment is to commence and the duration or likely duration of the Assignment;
  - 3.3.3 the position which the Client seeks to fill, including the type of work the Temporary Worker would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work;
  - 3.3.4 the Rate of Pay and any expenses payable by or to the Temporary Worker;
  - 3.3.5 any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks; and
  - 3.3.6 the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or a professional body for the Temporary Worker to possess in order to work in the Assignment.
- 3.4 Where the Required Information is not given in paper form or by electronic means, the Employment Business shall confirm it in writing or electronically as soon as possible and in any event no later than the end of the third Business Day following the day on which the Assignment was offered to the Temporary Worker.
- 3.5 Unless the Temporary Worker requests otherwise, clause 3.3 above will not apply where the Temporary Worker is being offered an Assignment by the Employment Business to work in the same position for a Client as one in which the Temporary Worker has previously been supplied within the previous five business days and the Required Information (with the exception of the date or likely duration of the Assignment) is the same as that already given to the Temporary Worker.
- 3.6 If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or completes the Qualifying Period during the relevant Assignment, the Temporary Worker will be informed of the Qualifying Period Rate of Pay if different from the Rate of Pay, together with the Other Qualifying Period Payments and the other Relevant Terms and Conditions to which the Temporary Worker is now entitled under the AWR 2010.
- 3.7 If the Temporary Worker considers that they have not received the Relevant Terms and Conditions on completion of the Qualifying Period, the Temporary Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of their concerns. The Employment Business shall, within 28 days of receiving such request, provide the Temporary Worker with a written statement in response.

#### **4 TEMPORARY WORKER'S OBLIGATIONS**

- 4.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business. If the Temporary Worker does accept an Assignment, the Temporary Worker shall:
- 4.1.1 co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;

- 4.1.2 observe any relevant rules and regulations of the Client's organisation (including normal hours of work) of which the Temporary Worker has been informed or of which the Temporary Worker should be reasonably aware;
  - 4.1.3 co-operate with the Employment Business in the completion and renewal of all mandatory check, including in relation to the Temporary Worker's right to work in the United Kingdom;
  - 4.1.4 take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Client;
  - 4.1.5 not engage in any conduct detrimental to the interests of the Employment Business or the Client;
  - 4.1.6 comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business.
- 4.2 If the Temporary Worker accepts any Assignment offered by the Employment Business, the Temporary Worker undertakes to:
- 4.2.1 inform the Employment Business of any calendar weeks in which the Temporary Worker has worked in the same or a similar role with the Client via any third party (including another agency);
  - 4.2.2 provide the Employment Business with all the details of such work, including (without limitation) details of when, where and the period(s) during which such work was undertaken, the role performed and any other details requested by the Employment Business; and
  - 4.2.3 inform the Employment Business if, before the date of the commencement of the relevant Assignment, the Temporary Worker has:
    - 4.2.3.1 completed two or more assignments with the Client;
    - 4.2.3.2 completed at least one assignment with the Client and one or more assignments with a member of the Client's Group; or
    - 4.2.3.3 worked in more than two roles during an assignment with the Client and on at least two occasions has worked in a role that was not the same role as the previous role.
- 4.3 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment, they should first inform the Employment Business at least **[one]** hour before their normal start time. If this is not possible, the Temporary Worker should inform the Client and then the Employment Business as soon as possible.
- 4.4 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why they may not be suitable for an Assignment, they shall notify the Employment Business without delay.

## **5 PAY**

- 5.1 Subject to the Temporary Worker submitting properly authorised time sheets in accordance with clause 6 below:
  - 5.1.1 the Employment Business shall pay the Rate of Pay to the Temporary Worker until the Temporary Worker completes the Qualifying Period. The

Rate of Pay will be set out in the relevant Assignment Schedule for a particular Assignment.

5.1.2 if the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Temporary Worker:

5.1.2.1 the Qualifying Period Rate of Pay; and

5.1.2.2 the Other Qualifying Period Payments,

which will be notified to the Temporary Worker in writing.

5.2 Subject to any applicable statutory entitlement and to clause **Error! Reference source not found.** below and clause **Error! Reference source not found.** below, the Temporary Worker is not entitled to receive payment from the Employment Business or the Client for time not spent working on the Assignment, unless otherwise agreed.

5.3 Holiday year runs from January 1<sup>st</sup> to December 31<sup>st</sup>, holiday hours will not be rolled over to the following year. All holiday request forms with need to be signed by both candidate and client and sent to [accounts@morerec.co.uk](mailto:accounts@morerec.co.uk) this will need to be done at least 1 weeks prior to holiday leave.

## 6 TIME SHEETS

6.1 At the end of each week of an Assignment (or at the end of an Assignment if 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 a completed time sheet indicating the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

6.2 Subject to clause 6.3 below, the Employment Business shall pay the Temporary Worker for all hours worked on a weekly basis and to send in to [accounts@morerec.co.uk](mailto:accounts@morerec.co.uk) regardless of whether the Employment Business has received payment from the Client for those hours.

6.3 Where the Temporary Worker fails to submit a properly authorised time sheet, or the Client refuses to sign a timesheet for the hours worked, any payment due to the Temporary Worker may be delayed while the Employment Business investigates (in a timely fashion) what hours, if any, were worked by the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

6.4 For the avoidance of doubt and for the purposes of the WTR 1998, the Temporary Worker's working time shall only consist of those periods during which they are carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises (with the exception of time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

6.5 The Temporary Worker acknowledges and accepts that it could be a criminal offence to falsify any time sheet, for example by claiming payment for hours that were not actually worked.

## **7 TERMINATION**

- 7.1 The Employment Business, the Client or the Temporary Worker may terminate the Assignment at any time without prior notice or liability.
- 7.2 The Temporary Worker acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between the Employment Business and the Client. If that agreement is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Temporary Worker, except for payment for work done up to the date of termination of the Assignment.
- 7.3 Unless exceptional circumstances apply, the Temporary Worker's failure to inform the Client or the Employment Business of their inability to attend work as required by clause 4.3 above will be treated as termination of the Assignment by the Temporary Worker.
- 7.4 If the Temporary Worker is absent during the course of an Assignment and the Assignment has not otherwise been terminated, the Employment Business will be entitled to terminate the Assignment in accordance with clause 7.1 below if the work to which the Temporary Worker was assigned is no longer available.

## **8 CONFIDENTIALITY**

- 8.1 In order to protect the confidentiality and trade secrets of the Employment Business and the Client, the Temporary Worker agrees not at any time:
  - 8.1.1 whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the Confidential Information of the Client or the Employment Business; or
  - 8.1.2 to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or the Employment Business except when required to do so in the course of the Temporary Worker's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Client or the Employment Business, as appropriate.
- 8.2 The restriction in clause 8.1 does not apply to:
  - 8.2.1 any use or disclosure authorised by the Client or the Employment Business or as required by law;
  - 8.2.2 any information which is already in, or comes into, the public domain otherwise than through the Temporary Worker's unauthorised disclosure; or
  - 8.2.3 the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
- 8.3 At the end of each Assignment or on request, the Temporary Worker agrees to deliver up to the Client or the Employment Business (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client which are in its possession, including any data produced, maintained or stored on the Client's computer systems or other electronic equipment.

## **9 DATA PROTECTION**

- 9.1 The Temporary Worker consents to the Employment Business controlling and/or processing any "Personal Data" (as defined in the Data Protection Laws).
- 9.2 The Temporary Worker consents to the Employment Business making such Personal Data available to the Client, those who provide products or services to the Employment Business, its advisers, regulatory authorities, governmental or quasi governmental organisations, and potential purchasers of the Employment Business or any part of its business.
- 9.3 The Temporary Worker shall comply with the Employment Business' and the Client's data protection policies, relevant obligations under the Data Protection Laws and associated codes of practice, when processing Personal Data relating to any employee, worker, customer, client, supplier or agent of the Employment Business or the Client.
- 9.4 The Temporary Worker hereby assigns to the Client or the Employment Business all existing and future intellectual property rights in any works or inventions created during the Assignment and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Temporary Worker holds legal title in these rights and inventions on trust for the Client or the Employment Business.

## **10 WARRANTIES AND INDEMNITIES**

The Temporary Worker warrants that:

- 10.1 the information supplied to the Employment Business in any application documents is correct;
- 10.2 the Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for the Temporary Worker to possess in order to perform the Assignment;
- 10.3 the Temporary Worker is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Temporary Worker's obligations under this agreement; and
- 10.4 the Temporary Worker has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.

## **11 NOTICES**

All notices which are required to be given in accordance with these terms of engagement shall be in writing and may be delivered personally or by first classed prepaid post to the registered office, or last known address of the party upon whom the notice is to be served, or by email. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post, 48 hours following posting and if by email, when it is sent.

## **12 SEVERANCE**

If any provision or part-provision of these Conditions or any Assignment Schedule is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of

a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions or any Assignment Schedule.

**13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

13.1 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted.

13.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

**14 GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim arising out of or in connection with it is subject to the laws of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

**SIGNED** by .....for and on behalf of More Recruitment Ltd

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**SIGNED** by .....the Temporary Worker

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