CONTRACT WITH THE TEMPORARY WORKERS

(TERMS OF ENGAGEMENT/CONTRACT FOR SERVICES)

Temporary Workers Name:

Address:

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, including any subsidiary or associated company.

"Employment Business" means Vision Recruitment Group Limited, Unit 2 Stephenson Court, Priory Business Park, Bedford, MK44 3WH.

"Temporary Worker" means the named Temporary Worker.

"Relevant Period" means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural.

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 govern the work-finding services provided by the Employment Business to the Temporary Worker and the arrangements for Assignments introduced by the Employment Business. The Employment Business acts as an employment business.

2.2. The Temporary Worker will be employed and paid by an umbrella company under a separate contract of employment. These Terms do not create a contract of employment between the Employment Business and the Temporary Worker. The identity of the umbrella company and the applicable engagement and payment arrangements shall be confirmed in writing before an Assignment commences.

2.3 No variation to these Terms shall be effective unless agreed between the Employment Business and the Temporary Worker. The Employment Business shall provide the Temporary Worker with written details of the agreed changes and their effective date as soon as reasonably practicable after agreement. The Client has no authority to vary these Terms.

3. <u>ASSIGNMENTS</u>

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker in roles appropriate to their skills, experience, qualifications and any required authorisations. The type of work and duties will be specified for each Assignment. 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 Assignments are available. The Employment Business does not guarantee that Assignments will be offered or that any minimum amount of work will be available. The suitability of an Assignment shall be assessed by reference to the Temporary Worker's skills, experience, qualifications, any required authorisations and the Client's requirements. Periods between Assignments do not determine or alter the Temporary Worker's employment relationship with an umbrella company, which is governed by their separate employment contract.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and 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. In addition, the Employment Business shall inform the Temporary Worker 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.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

3.5 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.

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

3.7 The 'first day' will be the first occasion on which a Temporary Worker is supplied to work 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

4. REMUNERATION

4.1 The Temporary Worker shall be employed and paid by an umbrella company. Before each Assignment commences, the Employment Business shall confirm in writing the umbrella company's identity, the assignment rate payable to that company and the minimum gross hourly rate payable to the Temporary Worker. The assignment rate paid to the umbrella company is distinct from the Temporary Worker's gross pay. The Temporary Worker's pay shall be no less than the applicable statutory minimum wage. Payment shall be made weekly in arrears by the umbrella company, subject to the deductions applicable to the agreed arrangement. The relevant Key Information Document shall explain the payment arrangements and deductions.

4.2 Payment for periods when the Temporary Worker is not working on an Assignment, including holiday, sickness and other absence, shall be governed by the Temporary Worker's employment contract with the umbrella company and applicable statutory entitlements.

5. STATUTORY LEAVE

5.1 Where the Temporary Worker is employed by an umbrella company, their entitlement to annual leave and holiday pay shall be administered by that company in accordance with applicable law and their employment contract.

5.2 The applicable leave year, holiday pay arrangements and procedure for requesting leave shall be explained by the umbrella company. The Temporary Worker shall also notify the Employment Business of proposed leave affecting an Assignment so that arrangements can be coordinated with the Client.

5.3 Nothing in these Terms shall limit the Temporary Worker's statutory entitlement to annual leave or holiday pay.

6. SICKNESS ABSENCE

6.1 Where the Temporary Worker is employed by an umbrella company, entitlement to Statutory Sick Pay and any contractual sick pay shall be determined and administered by that company in accordance with applicable law and their employment contract.

6.2 The Temporary Worker shall comply with the umbrella company's sickness reporting requirements and the absence notification requirements in clause 8.2.

7. TIMESHEETS

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 a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

7.2 The Employment Business shall pay the umbrella company for all hours worked by the Temporary Worker on an Assignment, regardless of whether the Employment Business has received payment from the Client. The umbrella company shall be responsible for paying the Temporary Worker under their employment contract. Nothing in these Terms excludes or limits any statutory payment obligation of the Employment Business.

7.3 Where the Temporary Worker fails to submit a properly authenticated timesheet, the Employment Business shall promptly investigate the hours claimed and any reason why the Client has not approved the timesheet. The Temporary Worker shall reasonably cooperate with that investigation. The absence of an approved timesheet shall not, by itself, justify withholding payment for hours worked. The Employment Business shall promptly provide the umbrella company with the information and payment due for those hours so that the Temporary Worker can be paid in accordance with their employment contract and applicable law. No payment shall be due for hours not worked, without affecting any entitlement to holiday pay, sick pay or other statutory or contractual payments.

7.4 For the purposes of the Working Time Regulations 1998, the Temporary Worker's working time shall be determined in accordance with applicable legislation and the circumstances of the Assignment. Working time shall include periods during which the Temporary Worker is carrying out duties for the Client, is required to be at work and available to perform duties, or is travelling in circumstances where such travel constitutes working time under applicable law. This may include travel between work locations or clients and, where applicable, journeys between the Temporary Worker's home and the first or last client where the Temporary Worker has no fixed or habitual place of work. Ordinary commuting between the Temporary Worker's home and a fixed workplace, and genuine lunch breaks and other rest breaks during which the Temporary Worker is free from work duties, shall not generally count as working time, except where applicable law provides otherwise.

8. CONDUCT OF ASSIGNMENTS

8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/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 or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;

d) The Employment Business may collect, hold and process personal data relating to you, in electronic or manual form, where necessary for the administration of this Agreement, the fulfilment of its legal and regulatory obligations, and other purposes set out in its Privacy Notice. Such processing shall be carried out in accordance with applicable data protection law, on an appropriate lawful basis and, where applicable, subject to the additional conditions required for processing special category personal data. Further information about the purposes of processing, the types of data processed, data sharing, retention periods and your data protection rights is set out in the Employment Business's Privacy Notice;

e) Not engage in any conduct detrimental to the interests of the Client;

f) Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions, rates of pay or other finances, except where such disclosure is: (a) a protected disclosure within the meaning of applicable whistleblowing legislation; (b) made to a law enforcement body, regulator, governmental authority or other competent authority for the purpose of reporting or raising concerns about suspected unlawful conduct or other matters within its remit; (c) made to a qualified legal adviser or other professional adviser for the purpose of obtaining confidential professional advice; (d) required by law, regulation, court order or a competent authority; or (e) otherwise protected, permitted or required by applicable law. Nothing in this clause shall prevent or restrict any disclosure or action protected by law, or require prior notification to or consent from the Client or the Employment Business in respect of any such disclosure.

g) The Temporary Worker must inform the Employment Business, and where necessary the Client, of any health condition or relevant limitation that they reasonably consider may materially affect their ability to perform the duties of the assignment safely, create a significant health and safety risk to themselves or others, or require reasonable adjustments or other appropriate support in the workplace. Any health information requested or disclosed must be limited to what is reasonably necessary for these purposes and shall be

handled in accordance with applicable data protection law and the Employment Business's Privacy Notice.

h) Any variation to these Terms shall be made in accordance with clause 2.3. The Client has no authority to vary these Terms.

8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift. Best endeavours must always be made to telephone the Client, texting is unacceptable.

8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

9. TERMINATION

9.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice.

9.2 The Temporary Worker may terminate an Assignment at any time without prior notice.

9.3 If the Temporary Worker does not inform the Client or the Employment Business [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 or her from complying with clause 8.2.

9.4 If the Temporary Worker is absent during the course of an assignment and the Assignment has not otherwise ended under clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

9.5 If the Temporary Worker does not notify the Employment Business of their availability for work for a period of three weeks, the Employment Business may mark their registration as inactive. This does not itself terminate the Temporary Worker's employment with an umbrella company. Any termination of that employment and issue of a P45 shall be handled by the umbrella company in accordance with its employment contract and applicable law.

9.6 Termination of an Assignment does not itself terminate the Temporary Worker's employment with the umbrella company or affect any accrued entitlement to pay or other statutory or contractual rights.

10. LAW

10.1 This Agreement constitutes the agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between both parties whether written or oral.

10.2 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.

I confirm that I have read and agree to these Terms and have received the applicable Key Information Document. I understand that, where I am employed by an umbrella company, my employment is governed by a separate contract with that company.

These Terms may be accepted by signature, electronic signature, an express email reply identifying the version accepted, or by actively selecting the acceptance checkbox and submitting the Employment Business's online registration form. The Employment Business shall retain a record of the acceptance, including its date and the version of the Terms accepted.

_____

Temporary Worker (Signed)

_____

Temporary Worker (Print Name)

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Date

VISION RECRUITMENT