

Terms of Engagement Between Linear Recruitment Ltd. (Hereinafter called the "Employment Business")

Print Name _____ (Hereinafter called the Temporary Worker")

- 1. Definitions**

In these terms of engagement the following definitions apply:-
The Client' means the person, firm or corporate body requiring the service of the Temporary Worker.
The Assignment' means the period during which the Temporary Worker is engaged to render services to the Client.
References to the singular include the plural and references to the masculine include the female and vice versa.
The headings contained in these Terms are for convenience only and do not effect their interpretation.
- 2. The Contract**
 - (a) These terms constitute a Contract for Services between the Employment Business and the Temporary Worker and they govern each and every assignment undertaken by the Temporary Worker. In the event of the Temporary Worker declining to accept any offer of work or not attending work for any reason, no contract shall exist between the Employment Business and the Temporary Worker.
 - (b) For the avoidance of doubt, Terms shall not give rise to a Contract of 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.
 - (c) No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.
- 3. Assignments**
 - (a) The Employment business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a (Job Title) _____
 - (b) The Temporary worker acknowledges that it is in the nature of Temporary work that there may be periods when no suitable work is available and agrees, (a) that suitability be determined solely by the Employment Business and (b) that the Employment Business shall incur no liability toward the Temporary Worker should it fail to offer opportunities to work in the category specified in 3(a) above or in any other category.
 - (c) 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 1 October 1998 or the date on which the Temporary Worker commences the first Assignment, if later.
- 4. Remuneration**
 - (a) The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £ _____ for each hour worked during an Assignment to be paid weekly in arrears subject to deductions which the Employment Business may be bound by law to make.
 - (b) Subject to any statutory entitlement under the relevant legislation and unless specifically agreed to the contrary, the Temporary Worker is not entitled to payment from the Employment Business or its Clients for time not spent on Assignment whether in respect of holidays illness or absence for any other reason.
- 5. Holiday Payments**
 - (a) The employment business holiday leave year commences from their start date until their first anniversary and the same annually thereafter. No holiday may be carried forward to the following year.
 - (b) Under the Working Time (Amendment) Regulations 2007, the Temporary Worker is entitled to 4.8 weeks' paid leave per year. Entitlement to payment for leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the leave year. The amount of payment which the temporary Worker will received 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 which he has worked on an assignment.
 - (c) During the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of his holiday entitlement each month. 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. The amount of notice that the Temporary Worker is required to give should be at least twice the length of the period of leave that he wishes to take.
 - (d) We are also obliged to refer the 'Temporary Worker' to the voluntary 48 hour Opt Out Agreement. This document/Option is available at the point of Application or at any time the 'Temporary Worker' is engaged on an assignment.
- 6. Assignment**
 - (a) (When specified by the employment business prior to any given assignment) At the end of each week of an Assignment or at the end of an assignment where an assignment is for a period of less than one week or is completed to indicate the number of hours worked by the Temporary Worker during the preceding week and signed by an authorised representative of the Client
 - (b) For the avoidance of doubt and for the purpose of Working Time Regulations he Temporary Worker's working time shall only consist of those periods during which he is carrying out his activities or duties for the Company as part of an Assignment. Time spent travelling to the Company or the Client's premises, lunch breaks and other breaks shall not count as part of the Temporary Worker's working time for these purposes.
 - (c) All candidates will receive payment for any assignment carried out regardless of whether Linear Recruitment Ltd ahs been paid by the Labour User
- 7. Conduct of Assignments**
 - (a) 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, as appropriate, he will:
 - (i) Co-operate with the Client's staff and accept the direction, supervision and instruction of any responsible person in the Client's organisation.
 - (ii) Observe any rules and regulations of the Client's establishment to which attention has been drawn of which the Temporary Worker might reasonably be expected to ascertain.
 - (iii) Unless arrangements have been made to the contrary, conform to the normal hours of work currently in force at the Client's establishment.
 - (iv) Take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the assignment and comply with the Health and Safety Policy of the Client.
 - (v) Not engaged in any conduct detrimental to the interest of the Client.
 - (b) If the Temporary Worker is unable for any reason to work during the Assignment he should inform the Employment Business or the Client at the earliest opportunity on the first day of absence to enable alternative arrangements to be made.
 - (c) The Temporary Worker has the right to make a complaint to the employment business regarding any aspect of their assignment, in doing so a full Complaints Procedure Form is available on request.
 - (d) All candidates may be eligible for Statutory Pay provided they meet the relevant statutory criteria. Examples of this are sick pay and maternity pay.
- 8. Termination**
 - (a) The Employment Business, or the Client, may without notice and without liability instruct the Temporary Worker to end an Assignment at any time.
 - (b) Temporary Worker may terminate an Assignment at any time immediately by informing the Employment Business.
- 9. Confidentiality**

The Temporary Worker will not at any time divulge to any person, nor use for his own or any other persons benefit, any information in relation to the Client's or Employment Business' employees, business affairs, transactions or finances.
- 10. Personal Protective Equipment**

Where necessary Linear Recruitment Ltd Provides Personal Protective Equipment (PPE) e.g. safety footwear. The 'Temporary Worker' consents for deductions to be made from their wages if such equipment is not returned at the end of the assignment. Failure to do so will result in legal recovery for the cost of the replacement 'PPE' wages owned.
- 11. Data Protection**

Linear Recruitment Ltd will not disclose information relating to a worker, without the prior consent of that worker except:

 - For the purpose of any legal proceedings (including arbitration)
 - In case of a worker who is a member of a professional body, to the professional body of which they are a member
 - For the purpose of apprehension or persecution of offenders
 - For the purpose of national security or
 - As required by any other enactment of law.

Signed by the Temporary Worker

Print Name

Date