

TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

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 [together with any subsidiary or associated company as defined by the Companies Act 1985];

“Employment Business” means PJ Locums of 3a Archway Mews Putney Bridge Road London SW15 2PE;

“Temporary Worker” means

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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 constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the 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 4.1.

2.3. No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

3. ASSIGNMENTS

3.1. The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a dietitian.

3.2. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability 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 opportunities to work in the above category or in any other category.

3.3. 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.

If during the course of an Assignment or within **6 months** after the end of an Assignment the Client wishes to employ the Temporary Worker direct, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client an introduction fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be employed direct by the Client without further charge to the Client.

4. REMUNERATION

4.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £ . The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Section 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

4.2. Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment,

whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5. STATUTORY LEAVE

5.1. For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on first day of January .

5.2. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4 weeks' paid leave per leave year. 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 the next year.

5.3. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive 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 Assignment

5.4. In the course of any assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth his total holiday entitlement in each month of his leave year. {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 of his intended absence. The amount of notice, which the Temporary Worker is required to give, should be at least twice the length of the period of leave that he wishes to take. [Unless the Employment Business informs the Temporary Worker in writing that it is not possible for him to take leave on the specified dates, the Temporary Worker shall be entitled to take up his notified leave entitlement. *]}}

5.5. 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 paid annual leave entitlement.

5.6. [*Where this contract is terminated by either party and a P45 is requested the Temporary Worker shall be entitled to a payment in lieu of

any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.3 above]

5.7. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

6. SICKNESS ABSENCE

6.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.

6.2. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

7. TIME SHEETS

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 his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a time sheet for hours worked may delay payment for those hours.

7.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out his 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 part of the Temporary worker's working time for these purposes.

8. CONDUCT OF ASSIGNMENTS

8.1. 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 where appropriate, 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 own health and safety and that of any other person who may be present or be affected by his actions on the Assignment 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 his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.

8.2. If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he should inform the Client or the Employment Business within one hour of the commencement of the Assignment or shift.

9. TERMINATION

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

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

9.3. If the Temporary Worker does not inform the client or the Employment Business [in accordance with clause 9.2] 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 from complying with clause 9.2.

9.4. If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated the employment business will be entitled to terminate the contract 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 report to the Employment Business to notify his availability for work for a period of three weeks, the Employment Business will forward his P45 to his last known address.

10.LAW

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

Signed by the Temporary Worker*

Date _____

48 HOUR OPT OUT AGREEMENT

For use with Terms of Engagement of Temporary Workers

1. DEFINITIONS

1.1. In this Agreement the following definitions apply: -

“Assignment”	means the period during which the Worker is engaged to render services to the Client;
“Client”	means the person, firm or corporate body engaging the services of the Worker;
“Employment Business”	means of PJ Locums 3a Archway Mews Putney Bridge Road London SW15 2PE
“Temporary Worker”	means
“Working Week”	means an average of 48 hours each week calculated over a 17-week reference period.

1.2. References to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. RESTRICTION

2.1. The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an Assignment with the Client in excess of the Working Week unless he agrees in writing that this limit should not apply.

3. CONSENT

3.1. The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

4. WITHDRAWAL OF CONSENT

4.1. The Temporary Worker may end this Agreement by giving the Employment Business notice in writing.

4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client.

4.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

5. THE LAW

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

Signed by the Temporary Worker

Date _____