

TERMS OF ENGAGEMENT OF LIMITED COMPANY CONTRACTORS (TERMS OF ENGAGEMENT)

For the purpose of definition, the Contractor is under the supervision, direction or control of the client AND has opted out.

Please complete this section and agree to our terms of engagement.

YOUR DETAILS

NAME OF WORKER

ADDRESS

TOWN..... COUNTY.....

POSTCODE.....DATE OF BIRTH...../...../..... National Insurance Number.....

Telephone Numbers Home Mobile

E-Mail address

YOUR BUSINESS DETAILS - TRADING NAME OF BUSINESS

Trading Style

LIMITED COMPANY NUMBER ACCOUNTING CO. (BACK Office,etc).....

VAT NUMBER UNIQUE TAX REFERENCE NUMBER

Telephone Numbers Mobile

INSURANCE

WHAT IS YOUR PUBLIC LIABILITY INSURANCE LIMIT £..... INSURERS DETAILS

DO YOU CARRY DRIVERS NEGLIGENCE INSURANCE? YES NO IF YES TO WHAT VALUE? £ INSURER

TYPE OF WORK OFFERED – SUBJECT TO AGREEMENT OF TERMS

The Staffing Network can offer work finding services as an employee of your business, work as a CONTRACT/ADHOC

PAYMENT

Although the rate of pay for this work may vary from time to time, it is agreed that the minimum hourly rate of payment for this work is listed below

CATEGORY	HOURLY RATE
	£
	£

Bank Details - Please ensure that your bank details are CORRECT as payment made to incorrect details CANNOT be rectified

Bank Name Sort Code-.....-..... Account Number

BRANCH Roll Number (Building Society Only)

Account Holders Name

IMPORTANT – PLEASE READ CAREFULLY

Please ensure that all relevant paperwork including timesheets for work undertaken, tachograph charts and expenses claims / receipts are ENCLOSED WITH YOUR INVOICE AND sent to our offices by NOT LATER THAN 12.00 Midday on the Monday following your work, to ensure correct and prompt payment. Please ensure that your timesheets are signed by our clients at all times. IF TIMESHEETS, INVOICES & RELEVANT PAPERWORK IS NOT RECEIVED ON TIME, EVERY WEEK, THE STAFFING NETWORK CANNOT GUARENTEE CORRECT PAYMENT. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR TIMESHEET AND HOURS WORKED ARE PROVIDED TO THE STAFFING NETWORK ON TIME EVERY WEEK.

INFORMATION TO BE PROVIDED REGARDING THE EMPLOYEE TO BE PROVIDED BY CONTRACTOR

Criminal Convictions

Do you have any unspent* criminal convictions? Yes/No If yes, state convictions and dates

*Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 and in those cases particularly where the employment is sought in relation to positions involving working with children or vulnerable adults, details for all criminal convictions must be given. The information given will be treated in the strictest of confidence and only taken into account where, in the reasonable opinion of The Staffing Network, the offence is relevant to the post to which you are applying. Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence is not declared but later comes to light.

Do you hold a current Criminal Records Bureau (CRB) Check ?

If the answer to the above question is "Yes" please provide the document to the consultant interviewing you.

I agree to the above statements and that the information supplied on this document are correct

Signed by Contractor Date

POLICIES

Equal Opportunities

The Staffing Network is committed to a policy of equal opportunities for all work seekers and shall adhere to such a policy at all times and will review on an on-going basis on all aspects of recruitment to avoid unlawful or undesirable discrimination. We will treat everyone equally irrespective of sex, sexual orientation, marital status, age, disability, race, colour, ethnic or national origin, religion, political beliefs or membership or non-membership of a Trade Union and we place an obligation upon all staff to respect and act in accordance with the policy. The Staffing Network shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. The Staffing Network will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy.

Data Protection

The Staffing Network are registered as a Data Controller with the Data Protection Register (Registration Number Z9269466), and we reserve the right to keep records of you for up to the maximum time allowed by Law. If at any time you wish for your details to be returned to you, please request in writing to our Data Controller.

Drug and Alcohol Policy

The Company recognises that alcohol and drug abuse problems can have a detrimental effect on work performance and behaviour..The Company has a responsibility to its employees and customers to ensure that this risk is minimised. Accordingly, Company policy involves the following:-

Disciplinary rules, enforced through disciplinary procedures, where use of alcohol or drugs (other than on prescription) affects performance or behaviour at work, and where either (1) an alcohol or drug abuse problem does exist. The Company and the Clients of the Company reserve the right to perform random drugs and alcohol tests at any time.

Disciplinary Action

1. In line with the Company's disciplinary rules, the following will be regarded as serious misconduct:

- a) Attending work and/or carrying out duties under the influence of alcohol or drugs.
- b) Consumption of alcohol or drugs whilst on duty (other than where prescribed or approval has been given).

Breach of these rules will result in summary dismissal, and only in exceptional cases will either notice or the reduced disciplinary action of a final written warning be applied.

Situations where use of the Disciplinary Procedure is Appropriate

Recognition of the existence of a possible alcohol or drug abuse problem.

- 1. Abuse of alcohol or drugs can affect performance and behaviour at work, i.e., either through serious misconduct at work, (where there is a direct and demonstrable breach of the disciplinary rules regarding alcohol or drug abuse at work), or where there is a falling off of standards of work performance or behaviour, and abuse of alcohol or drugs is a possible cause.
- 2. The immediate line manager will be responsible for responding to such situations, carrying out either counselling or disciplinary investigations and interviews, supported as appropriate by a more senior Manager.
- 3. In such interviews the possible existence of an alcohol or drug abuse problem should be explored. The line manager is not required to diagnose the existence of an alcohol or drug abuse problem, merely to assess whether such abuse is a possible factor.
- 4. Any requirements of the Disciplinary Procedure regarding Trade Union representation will be observed.

Permission to work in the UK

Do you have immigration permission to work in the UK? Yes/No

(delete clearly as appropriate)

In line with Home Office guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK if you are to be engaged by The Staffing Network for temporary work

Health and Disability

The following questions on health and disability are asked in order to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs in order to perform the job or position sought.

Do you have any health issues or a disability relevant to the position or role you seek? Yes/No If yes, please specify

If you have a disability, what are your needs in terms of reasonable adjustments to enable you to perform the role sought?

Please specify.....

If you have a disability, what are your needs in terms of reasonable adjustments in order to access this recruitment service and to attend interview, or to take aptitude tests etc?

Please specify

Give details of professional, trade, business or civic activities and office held (including any professional qualifications).

Describe any specialised training, skills, or experience which you believe are relevant to the job you are applying for:

PLEAS ENSURE THAT ORIGINAL CERTIFICATES ARE AVAILABLE TO BE COPIED

PROFESSIONAL BUSINESS REFERENCES (other than supervisors listed in the Employment History section above)

Name, address and position	Employer	Telephone

DRIVING RECORD: (Only if licence is require for the position for which you are applying)

Do you hold a valid British driver's licence? YES NO Licence no. _____

What Categories do you hold on your licence? _____

Is it subject to any endorsements? YES NO If yes, please provide details: _____

COMMENTS

Please add any comments you wish to make to support your application

DECLARATION

I CONFIRM THAT THE ABOVE COMPLETED INFORMATION IS CORRECT AND I UNDERSTAND THAT THE STAFFING NETWORK WILL CHECK ANY REFERENCES GIVEN AND THAT ALL PAPERWORK PROVIDED TO BE TRUE AND CORRECT. I wish to register with The Staffing Network for work finding purposes and I declare that the above statements and that the information supplied on this document are true and correct. I have read the Terms of Engagement and I agree to adhere to the Terms Of Engagement

Signed by Worker/ Contractor Date/...../20.....

Confirmed by Consultant Date / / 20.....

TERMS OF ENGAGEMENT

1. PARTIES

1.1. In these Terms of Engagement the following definitions apply:

“Assignment”
 “Client”

means the period during which the Contractor is engaged by the Employment Business to render services to the Client.
 means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 requiring the services of the Contractor;

“Contractor”

means the Limited Company or Representative of the Company (IE Composite Company Provider) engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client as named on page 1 of this document; means The Staffing Network Limited of Regent House, Bath Avenue, Wolverhampton, WV1 4EG and any associated, group, subsidiary or partner companies.

“Employment Business”

RECITALS

- (A) The Contractor carries on the business of the provision of contractor services and has agreed to provide the services (“the Contractor Services”) specified in the relevant Assignment Details Form.
 (B) The Employment Business has requested the Contractor and the Contractor has agreed with the Employment Business, to supply the Contractor Services to the Client on the terms and subject to the conditions of this Agreement.

2. DEFINITIONS

2.1. In this Agreement the following definitions apply:

“Actual Rate of Pay”

means the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, as set out in the Assignment Details Form;

“Assignment”

means the period during which the Contractor is supplied by the Employment Business to provide the Contractor Services to the Client;

“Assignment Details Form”

means written confirmation of the Assignment details set out in clause 6.2;

“Client”

means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Contractor is supplied or introduced requiring the Contractor Services;

“Conduct Regulations”

means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended)

“Confidential Information”

shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to, whether in writing, orally or by any other means, the Contractor or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;

“Contractor Staff”

means such of the Contractor’s employees, officers or representatives supplied to provide the Contractor Services;

“Engagement”

means the engagement, employment or use of the Contractor or the services of any Contractor Staff, directly by the Client or by any third party to whom the Contractor has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or through any other employment business or any other engagement, and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

“Minimum Rate”

means the hourly rate explained on page one of this document being the minimum rate of pay that the Employment Business reasonably expects to achieve, for all work performed by the Contractor;

“Period of Extended Hire”

means any additional period that the Client wishes the Contractor to be supplied for beyond the duration of the original assignment or series of assignments as an alternative to paying a Transfer Fee;

“Relevant Period”

means (a) the period of 8 weeks commencing on the day after the last day on which the Contractor worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Contractor worked for the Client having been supplied by Employment Business; or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

“Transfer Fee”

means a fee payable by the Client to the Employment Business if the Client or any third party wishes to Engage the Contractor, as permitted by Regulation 10 of the Conduct Regulations; and

“Type of Work”

see page one of this document

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

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

3. THE CONTRACT

3.1. This Agreement together with any applicable Assignment Details Form (“Agreement”) constitutes the entire agreement between the Employment Business and the Contractor and governs all Assignments undertaken by the Contractor. However no contract shall exist between the Employment Business and the Contractor between Assignments. This Agreement shall prevail over any terms put forward by the Contractor.

3.2. During an Assignment the Contractor will be engaged on a contract for services by the Employment Business on the terms set out in this Agreement. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Contractor Staff or representative of the Contractor supplied to carry out the Assignment and either the Employment Business or the Client, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.

3.3. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Contractor and set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.

3.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Contractor for Assignments with its Clients.

4. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE CONTRACTOR

4.1. The Employment Business will endeavour to obtain suitable Assignments for the Contractor performing the agreed Type of Work. The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.

4.2. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

4.2.1. suitability of the work to be offered shall be determined solely by the Employment Business;

4.2.2. the Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work to the Contractor.

4.3. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Contractor Staff (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.

4.4. Nothing in this Agreement shall render any member of the Contractor Staff an employee of either the Employment Business or the Client. The Contractor shall ensure that none of the Contractor Staff holds themselves out as an employee of either the Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Contractor Staff are an employee/employees of the Employment Business or the Client, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

4.5. If before or during an Assignment or within the Relevant Period the Client wishes to Engage the Contractor, the Contractor acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree to a Period of Extended Hire with the Client at the end of which the Contractor 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 Transfer Fee to the Client if the Client introduces the Contractor to a third party who subsequently Engages the Contractor within the Relevant Period.

5. WARRANTIES PROVIDED BY THE CONTRACTOR

- 5.1. The Contractor warrants to the Employment Business that:
- 5.1.1. by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;
 - 5.1.2. the Contractor Staff have the necessary skills and qualifications to provide the Contractor Services;
 - 5.1.3. the Contractor is not a 'managed service company' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with IR35.
- 5.2. The Contractor shall procure that the Contractor Staff, any sub-contractor or assignee providing the Contractor Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that they are personal service companies which are compliant in all respects with IR35.
- 6. CONTRACTOR'S OBLIGATIONS**
- 6.1. The Contractor agrees on its own part and on behalf of the Contractor Staff if it accepts any Assignment offered by the Employment Business:
- 6.1.1. to co-operate with the Client's reasonable instructions and accept the direction of any responsible person in the Client's organisation within the scope of the Assignment;
 - 6.1.2. to observe any relevant rules and regulations of the Client's establishment or the premises where the Contractor Services are being performed to which attention has been drawn or which the Contractor might reasonably be expected to ascertain; including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Contractor and the Contractor Staff;
 - 6.1.3. to take all reasonable steps to safeguard its own safety, the safety of the Contractor Staff and the safety of any other person who may be affected by the actions of the Contractor Staff whilst on the Assignment;
 - 6.1.4. to comply with the Data Protection Act 1998 in respect of any personal data which the Contractor is granted access to for the purpose of or by reason of the performance of the Contractor Services;
 - 6.1.5. not at any time divulge to any person, nor use for its 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;
 - 6.1.6. not to engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Client;
 - 6.1.7. not to sub-contract or assign to any third party any of the Contractor Services which it is required to perform under any Assignment;
 - 6.1.8. to furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time;
 - 6.1.9. to notify the Employment Business forthwith in writing if it should become insolvent, or if any of the arrangements set out in clauses 9.2.5 to 9.2.7 apply; and
 - 6.1.10. to comply with all the requirements of VAT legislation and the Companies Acts.
- 6.2. If the Contractor Staff is unable for any reason to provide the Contractor Services during the course of an Assignment, the Contractor should inform the Employment Business as soon as possible, but in any event no later than 1 hour after the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Contractor should alternatively inform the Client and then the Employment Business as soon as possible.
- 6.3. If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why it or the Contractor Staff supplied to perform the Contractor Services may not be suitable for an Assignment, the Contractor shall notify the Employment Business without delay.
- 6.4. The Contractor acknowledges that any breach of its obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Contractor.
- 7. OBLIGATIONS OF THE EMPLOYMENT BUSINESS**
- 7.1. Throughout the term of this Agreement the Employment Business will pay the Contractor the Contractor Fees in accordance with clause 8 below in respect of the provision of the Contractor Services.
- 7.2. At the same time as an Assignment is offered to the Contractor the Employment Business shall provide the Contractor with an Assignment Details Form setting out the following:
- 7.2.1. the identity of the Client, and if applicable the nature of their business;
 - 7.2.2. the date the Assignment is to commence and the duration or likely duration of the Assignment;
 - 7.2.3. the Type of Work, location and hours during which the Contractor would be required to provide the Contractor Services;
 - 7.2.4. the Actual Rate of Pay and any expenses payable by or to the Contractor;
 - 7.2.5. 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;
 - 7.2.6. 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;
 - 7.2.7. the intervals of payment; and
 - 7.2.8. any length of notice that the Contractor would be entitled to give and receive to terminate the Assignment.
- 7.3. 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:
- 7.3.1. the Contractor is being offered an Assignment in the same position as one in which the Contractor had previously been supplied within the previous 5 business days and such information has already been given to the Contractor; or
 - 7.3.2. subject to clause 6.4, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Contractor and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 7.4. Where the provisions of clause 6.3.2 are met but the Assignment extends beyond the intended 5 consecutive working day period, the Employment Business shall provide such information set out in clause 6.2 to the Contractor in paper or electronic form within 8 days of the start of the Assignment.
- 8. TIMESHEETS AND INVOICING**
- 8.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than 1 week or is completed before the end of a week) the Contractor shall deliver to the Employment Business the Employment Business' timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week signed by an authorised representative of the Client. This timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that week. Such invoice should bear the Contractor's name, the name of the Contractor Staff who provided the Contractor Services, the Contractor's company registration number and VAT number, and should state any VAT due on the invoiced sum.
- 8.2. Subject to the Contractor complying with the provisions of this clause 7 the Employment Business shall pay the Contractor for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 8.3. In order to ensure prompt payment, such timesheet should be received by the Employment Business no later than 10.00 on Monday following the week to which it relates. Where the Contractor fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor Staff and the reasons, if any, that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for hours not worked by the Contractor Staff.
- 9. CONTRACTOR FEES**
- 9.1. Subject to the receipt of the Contractor's invoice in accordance with clause 7 above, the Employment Business will pay the Contractor Fees within 7 days of receipt of the Contractor's invoice. The Employment Business shall pay to the Contractor the Actual Rate of Pay which shall be notified on a per Assignment basis.
- 9.2. The Contractor shall be responsible for the deduction of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Contractor Staff [including any social fund contributions payable in any other Member State pursuant to a valid A1, E101 or E102 Certificate issued to any of the Contractor Staff] for any Assignment.
- 9.3. All payments due from the Employment Business will be made to the Contractor and not to any third party or member of the Contractor Staff, any sub-contractor or assignee.
- 9.4. The Employment Business shall not be obliged to pay the Contractor for any periods during which the Contractor Services are not provided, whether this is due to the Contractor being unable to provide the Contractor Services or where the Client does not require the Contractor Services or otherwise in respect of holidays, illness or absence of the Contractor Staff.
- 9.5. The Contractor shall bear the cost of any training which the Contractor Staff may require in order to perform the Contractor Services.
- 10. TERM AND TERMINATION**
- 10.1. An Assignment may be terminated by either the Employment Business or the Contractor by giving the other party in writing the period of notice specified in the relevant Assignment Details Form.
- 10.2. Notwithstanding clauses 9.1 and 9.3 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
- 10.2.1. the Contractor has acted in breach of the rules and regulations applicable to third parties providing services to the Client or to the Client's own staff; or
 - 10.2.2. the Contractor has committed any serious or persistent breach of any of its obligations under this Agreement; or
 - 10.2.3. the Client reasonably believes that the Contractor has not observed any condition of confidentiality from time to time; or
 - 10.2.4. the Client is dissatisfied with the Contractor's provision of the Contractor Services and has terminated the Assignment; or
 - 10.2.5. either the Client or the Contractor is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 10.2.6. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client or the Contractor; or
 - 10.2.7. an order is made for the winding up of the Client or the Contractor, or where the Client or the Contractor passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - 10.2.8. the Contractor or any member of the Contractor Staff is suspected of any fraud, dishonesty or serious misconduct; or
 - 10.2.9. the Contractor is unable to perform the Contractor Services for 1 day or more.
- 10.3. The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.
- 10.4. Failure by the Contractor to give notice of termination as required in the Assignment Details Form shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Contractor Services carried out by the Contractor and the Contractor Staff

for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that any relevant member of the Contractor Staff shall) execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

12. CONFIDENTIALITY

- 12.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of the Contractor Staff as follows:
12.1.1. not at any time 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 its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;
12.1.2. to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Contractor Staff during the course of the Assignment; and
12.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

13. COMPUTER EQUIPMENT WARRANTY

The Contractor shall ensure that any computer equipment and associated software that it provides to the Contractor Staff for the purpose of providing the Contractor Services contains anti-virus protection with the latest released upgrade from time to time.

14. LIABILITY

- 14.1. The Employment Business and client do hold relevant insurances and whilst on site for the client the client will be insured by the client. However The Contractor:-
14.1.1. May be liable for any loss, damage or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Contractor or Contractor Staff during an Assignment; and
14.1.2. is recommended to ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor and the Contractor Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

15. INDEMNITY

The Contractor shall indemnify and keep indemnified the Employment Business against any and all losses, costs, damages or expenses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, Her Majesty's Revenue and Customs and any successor, equivalent or related body pursuant to any of the provisions of Chapter 9 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto).

16. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

17. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. 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 or facsimile transmission, when that email or facsimile is sent.

18. GOVERNING LAW AND JURISDICTION

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

.....
Signed on behalf of the Employment Business Consultant

Signed on behalf of the Contractor..... (the Contractor) Director

Date/...../.....

48 HOUR OPT OUT NOTIFICATION

There is provision in the Conduct Regulations 2003 for companies and those workers whose services they supply, to opt out of the Conduct Regulations 2003. If, you, the Contractor, and the Individual to be supplied to do the work wish to opt out, please read this form carefully. You are also recommended to take independent legal advice.

Date: / /

Parties: (1) of
Name Of Individual Contractor Business ("Contractor")
Of
Address
(the "Individual")

- 1. This Opt Out Notification is supplement to the agreement ("the Agreement") between [the Employment Agency/ Business] and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Contractor and the Individual acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies & Employment Businesses Regulations 2003 (the "Conduct Regulations 2003") do not apply to or to] any assignment agreed between the parties.
3. The Parties have freely entered into this Opt Out notification.
4. Further that the Individual is free to withdraw from this Opt Out notification at any time by giving not less than one week's written notice to the Employment Agency. However, where notice is given during an Assignment it will not take effect until the Individual stops working in the Assignment.

We the undersigned have read, understand and agree to be bound by the terms of this Opt Out Agreement. In particular, we understand that by signing this Opt Out Agreement we are agreeing that the provisions of the Conduct Regulations 2003 shall not apply.

Signed Signed
.....
For and on behalf of the Contractor The Individual

Dated / / Date / /

Mobile Worker's Working Time Declaration

Road Transport (Working Time) Regulations

The Road Transport (Working Time) Regulations (RTWT) requires employment businesses to maintain records of the Working Time of mobile workers who are involved in operations subject to Community Regulation 561/2006. An employment business is obliged to ensure that the Working Time limits specified below are complied with for temporary workers they engage:

Summary of the RTWT Regulations:

In summary the RTWT regulations provide for the following:

- Mobile drivers (such as LGV drivers and crew) are subject to a maximum average Working Time of 48-hours per week over a rolling reference period of 26 weeks.
- There is a maximum weekly limit of 60 hours Working Time.
- A maximum limit of 10 hours duty time in any 24 hour period for night workers-A night worker is someone who works for any time between 00:00 hours and 04:00 hours. This night work limit has been extended by collective agreement to 12 hours, but all other rules and limits still apply.
- Rest Periods: Mobile workers must take the following breaks: 30 minutes after 6 hours Working Time and 45 minutes for over 9 hours Working Time. It is important to note that EU Drivers Hours breaks and rest periods still apply.

How we calculate your average Working Time

We will calculate your average Working Time over a 26-week calendar reference period. The reference period we will use begins on midnight on the nearest Monday morning on or after 1 April, and 1 December each year and ending at midnight at the beginning of the nearest Monday falling on or after 26 weeks of these dates.

If we decide to operate a 17-week rolling reference period we will confirm this in writing to you.

Your responsibilities

It is your responsibility to inform us of all your Working Time during the reference periods we use and to keep us updated as to any additional Working Time you undertake for other employers or employment businesses for these purposes during an assignment.

It is also your responsibility to accurately record your Working Time during an assignment.

RTWT Regulations have been introduced to protect and safeguard the health and safety of mobile workers, other road users and the public. A mobile worker also has a responsibility for complying with the regulations. If the mobile worker knowingly breaks the rules (e.g. neglects to inform his employer or employment business about other work, or knowingly makes a false record), then they will committing a criminal offence and may subject to a fine on conviction of up to £5000. (Regulation 18 of the RTWT Regulations.)

The RTWT Regulations and EU Drivers Hours Rules require that all work undertaken for other employers must be taken into account when we calculate your Working Time during the relevant reference period. Both transport and non-transport work must be taken into account.

Accordingly, please provide details of Working Time undertaken for any other employers or employment businesses during the current 26-week reference period.

Both transport and non-transport working time must be declared. If you are engaged in charitable or voluntary work, or work for the TA, fire service or police you must inform us and you should fill out the chart below as if you were engaged in other work, even though we may exclude time spent on such activities from our calculation of your Working Time.

Mobile worker declarations

Please complete one of the following two declarations:

Option 1 – Sole engagement declaration

I (name) declare that:

I have accurately detailed all my Working Time during the current reference period in the above chart and that it is true and correct to the best of my knowledge; and **I AM NOT** currently engaged in any work, other than for *The Staffing Network Services Limited* which needs to be included in the calculations of my Working Time under the RTWT Regulations; and I will keep *The Staffing Network Services Limited* informed in writing as to the details of Working Time undertaken for other employers or employment businesses on a weekly basis; and I will inform *The Staffing Network Services Limited* immediately if there are any changes to my situation which impacts on my Working Time. I also understand and agree to be included in the Workforce Collective agreement for Night Workers operated by The Staffing Network Services Limited from 1st August 2011 to 30th August 2016

Signature Date.....

Option 1 – Multi engagement declaration

I (name) declare that:

I have accurately detailed all my Working Time during the current reference period in the above chart and that it is true and correct to the best of my knowledge; and **I AM** currently engaged in other work in addition to my work for *The Staffing Network Services Limited* which needs to be included the calculations of my Working Time under the RTWT Regulations; and I will keep *The Staffing Network Services Limited* informed in writing as to the details of Working Time undertaken for other employers or employment businesses on a weekly basis; and I will inform *The Staffing Network Services Limited* immediately if there are any changes to my situation which impacts on my Working Time. I also understand and agree to be included in the Workforce Collective agreement for Night Workers operated by The Staffing Network Services Limited from 1st August 2011 to 30th August 2016

Signature Date.....

	Employer/s employment business names during the start of the current reference period to date <i>Please continue on separate sheet if necessary</i>	The total weekly Working Time to be taken into account for each employer /employment business. <i>Please continue on separate sheet if necessary</i>
1.		
2.		
3.		
4.		

Work Force Agreement

Definitions

"the Company" means The Staffing Network Services Ltd, and associated or subsidiary businesses, located at 45 Hagley Road Stourbridge West Midlands DY8 1QR.
"the mobile worker" means the temporary workers engaged on contracts for services by the Company.

RECITALS

- 1) The working time Road Transport Regulations that came into force on 4 April 2005
- 2) The Company and the Representatives of the workforce in a workforce agreement have agreed on behalf of the workforce to adopt the flexibility provided by the regulations in respect of the night-work limit and reference periods for calculating the 48 hour average working time.

PROVISIONS

1. **Scope of agreement**
 This agreement is made pursuant to Regulations 9(2) extend nightwork limit and 4(4) extend reference period to a maximum of 26 weeks and the use of the Fixed Reference Period.
2. **Term of the agreement**
 This agreement shall remain in force for a period of 5 years from 23 March 2005
3. **Operative provision**
 - 3.1 The parties acknowledge and agree that for reasons concerning the organisation of work they wish to extend the night working limits and reference period in line with clauses 3.2 and 3.3 below. The parties believe it is in the benefit and interests of both the Company and Mobile Workers to amend such provision as set out herein below.
 - 3.2 **Night work limit**
 The worker will work beyond the 10 hour night work limit stated in the regulations but only to the extent where this would not be in breach of other provisions of the regulation or EU Drivers' Hours Regulations 3820/85.
 - 3.3 **Reference period**
 - 3.3.1 For the purpose of calculation of the 48 hour average the first reference period shall be from Monday 4 April 2005 to Sunday 8 May 2005. Thereafter the reference period shall be extended to 26 week periods and will be calculated over the successive 26 week periods set out below.
 - 3.3.2 The first day of the successive 26 week reference period will begin on Monday. The reference period that will apply are:
 Monday 9 May 2005 to Sunday 6 November 2005 and Monday 7 November 2005 to Sunday 7 May 2006. This pattern of fixed calendar reference periods will continue until this agreement is terminated.

4. **Avoidance of doubt**

For the avoidance of doubt the parties acknowledge and agree that save as specifically set out above the provisions of the regulations shall be of full force and affect.

GUIDANCE ON WORKFORCE AGREEMENT

In order to adopt the flexibility of the Road Transport (Working Time) Regulations 2005 ("the Regulations") a Workforce Agreement may be agreed between the Temporary Workers and The Staffing Network Services, whereby The Staffing Network Services may make use of the flexibility contained within the Regulations.

The Staffing Network Services has agreed a workforce agreement with its Temporary Workers as detailed above. Below is an explanation as to the flexibility adopted by The Staffing Network Services and its Temporary Workers.

Flexibility

1. Average Working Limit:
 - 1.1. A mobile worker subject to the 'tachograph rules' is limited to Working Time average of 48 hours over a 17 week reference period. Regulation 4 (4) permits The Staffing Network Services to increase the reference period to 26 weeks and use a fixed reference period.
2. Nighttime working
 - 2.1. A mobile worker subject to the 'tachograph rules' is limited to Working Time of 10 hours in any 24 hour period, if the working hours fall between 00.00 and 04.00. Regulations 9 (2) permits The Staffing Network Services to extend the night working beyond the 10 hours limit. However, the total number of hours night work performed safely is effectively restricted by the operation of the EU drivers' hours rules.

Newly Joined Temporary Workers

You may wish to adopt the terms of the Workforce Agreement in order to make use of the flexibility of the Regulations, which benefit both you and The Staffing Network Services. The terms of the Workforce Agreement forms an amendment to your contract for services.

I (name) _____ understand and accept the terms of the Workforce Agreement.

Signature: _____ Date: _____ Checked Consultant _____ Date _____

HEALTH QUESTIONNAIRE

ARE YOU FIT TO WORK NIGHTS? YES NO
ARE YOU OVER 18 YEARS OLD YES NO

If you answer NO to this question you cannot work nights by Law

The purpose of this questionnaire is to ensure that you are suited to working at night. All the information you provide will be kept confidential.

Do you suffer from any of the following health conditions?	YES	NO
Diabetes	YES	NO
Heart or circulatory disorders	YES	NO
Stomach or intestinal disorders	YES	NO
Any condition which causes difficulties sleeping	YES	NO
Chronic chest disorders, especially if night-time symptoms are troublesome	YES	NO
Any medical condition requiring medication to a strict timetable	YES	NO
Any other health factors that might affect fitness at work	YES	NO

If you have answered 'yes' to the above questions, please provide details below. You may be asked to see a doctor or nurse for further assessment.

Other Information

PERSONAL PROTECTION EQUIPMENT

I, the undersigned, confirm that the above is correct to the best of my knowledge.

Do you own safety boots	YES	NO
Do you own high visibility workwear	YES	NO
Do you own other Personal Protection Equipment ? (If Yes Please Specify below)	YES	NO

Signed By Worker

Date

ASSESSMENT

This gives an indication of whether the worker is fit to work nights or should see a doctor or nurse for a medical examination.

Signed. By Consultant..... Date.....

FINAL DECLARATION

I have completed all forms and paperwork provided by The Staffing Network Limited. I understand all documents and I have signed the paperwork in an honest and truthful manner

Signed by Worker **Date**/...../.....

Signed by Consultant **Date**/...../.....

OFFICE USE ONLY- REGISTRATION PACK CHECKLIST

Consultant – Please tick the below boxes for EACH item needed prior to Take On of Worker

Name..... Address..... Tel No..... DOB.....NI No E-mail Bank Details Convictions..... CRB

Permission To Work Signed Employment History Signed Application Form P3 Terms Signed P 8 T..... C.....

48 hr Opt Out P8 Signed T..... C..... Mobile Workers Dec Signed P9 (1 or 2)..... Health Assessment Signed T P9..... C P10

Final Declaration Signed Temp..... C..... Proof to Work Copy Identification Licence Check..... Certificates

References 1)..... 2)..... Num & Lit Test Drivers Test

I have interviewed the above worker and I verify that this worker is legal and able to work for The Staffing Network Limited

SIGNED COMPLETE BY CONSULTANT DATE COMPLETED

IF THE ABOVE IS NOT COMPLETE, THE WORKER CANNOT BE USED FOR ANY WORK AND YOU MAY BE DISCIPLINED