

CONTRACT FOR SERVICES FOR TEMPORARY WORKERS (TERMS OF ENGAGEMENT) YOUR DETAILS

TYPE OF WORK OFFERED – SUBJECT TO AGREEMENT OF TERMS

The Staffing Network Limited can offer you, the worker, temporary work as an Operative.

We may offer suitable work up to and including any qualifications you may have at higher rates of payment. The minimum type of work is “operative” however individual assignments will be notified to you in writing and confirmed on acceptance of said assignment

PAYMENT

All information including pay rates for assignments will be notified on an assignment by assignment basis, and provided to you in writing prior to any work undertaken by you. Although the rate of pay for work may vary from time to time, it is agreed that unless specified or affected by AWR, the hourly rate of payment for their and any work offered is based on The National Minimum Wage hourly rate. The National Minimum Wage (NMW) is based on age and is listed below

The National minimum wage changes regularly, please view this at
<https://www.gov.uk/government/publications/minimum-wage-rates-for-2023>
Once you have viewed and understand the current National Minimum Wage press to continue

IMPORTANT – PLEASE READ CAREFULLY

Please ensure that all relevant paperwork including timesheets for work undertaken, tachograph charts and expenses claims / receipts are 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 & 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.

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.

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 their 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.

Data Protection Statement

The Staffing Network are registered as a Data Controller with the Data Protection Register 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.

The information that you provide on their form and on any CV given will be used by The Staffing Network Limited to provide you work finding services. In providing their service to you, you consent to your personal data being included on a computerised database and consent to us transferring your personal details to our clients.

We may check the information collected, with third parties or with other information held by us. We may also use or pass to certain third parties information to prevent or detect crime, to protect public funds, or in other way permitted or required by law. ICO Reference Number is ZA121084.

Any compliance requests should be sent to compliance@staff-network.co.uk

Data retention

The Staffing Network Limited will retain your personal data only for as long as is necessary for the purpose we collect it. Different laws may also require us to keep different data for different periods of time.

The Conduct of Employment Agencies and Employment Businesses Regulations 2003, require us to keep work-seeker records for at least one year from (a) the date of their creation or (b) after the date on which we last provide you with work-finding services. We must also keep your payroll records, holiday pay, sick pay and pensions auto-enrolment records for as long as is legally required by HMRC and associated national minimum wage, social security and tax legislation.

Where The Staffing Network Limited has obtained your consent to process your sensitive personal data, we will do so in line with our retention. Upon expiry of that period The Staffing Network Limited will seek further consent from you. Where consent is not granted The Staffing Network Limited will cease to process your sensitive personal data.

Your rights

Please be aware that you have the following data protection rights:

- The right to be informed about the personal data The Staffing Network Limited processes on you;
- The right of access to the personal data The Staffing Network Limited processes on you;
- The right to rectification of your personal data;
- The right to erasure of your personal data in certain circumstances;
- The right to restrict processing of your personal data;
- The right to data portability in certain circumstances;
- The right to object to the processing of your personal data that was based on a public or legitimate interest;
- The right not to be subjected to automated decision making and profiling; and
- The right to withdraw consent at any time.

Where you have consented to The Staffing Network Limited processing your sensitive personal data you have the right to withdraw that consent at any time by contacting the Data Controller via e-mail compliance@staff-network.co.uk

There may be circumstances where The Staffing Network Limited will still need to process your data for legal or official reasons. We will inform you if their is the case. Where their is the case, we will restrict the data to only what is necessary for the purpose of meeting those specific reasons.

If you believe that any of your data that The Staffing Network Limited processes is incorrect or incomplete, please contact us using the details above and we will take reasonable steps to check its accuracy and correct it where necessary.

You can also contact us using the above details if you want us to restrict the type or amount of data we process for you, access your personal data or exercise any of the other rights listed above.

Terms of engagement with an agency worker

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

“Actual Rate of Pay”	means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment for each hour worked, as set out in the relevant Assignment Details Form;
“Actual QP Rate of Pay”	means the rate of pay which will be paid to the Agency Worker if and when they completes the Qualifying Period, as set out in any variation to the relevant Assignment Details Form;
“Agency Worker”	means the worker name and address listed on page 1 offered by the Employment Business to provide services to the Hirer;
“Agreed Deductions”	means any deductions the Agency Worker has agreed can be made from their pay;
“Assignment”	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
“Assignment Details Form”	means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
“AWR”	means the Agency Workers Regulations 2010 and/ or the Agency Workers (Northern Ireland) Regulations 2011;
“Calendar Week”	means any period of 7 days starting with the same day as the first day of the First Assignment;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and/ or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005

“Confidential Information”	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, 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, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
“Control”	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
“Data Protection Laws”	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
“Deductions”	means any deductions which the Employment Business may be required by law to make and, in particular, in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
“Emoluments”	means any pay in addition to the Actual QP Rate of Pay;
“Employment Business”	The Staffing Network Limited (registered company no. 09445892) 132 Walsall Road, West Bromwich, West Midlands, B71 3HP or any branches, offices or associated businesses;
“Engagement”	means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“First Assignment”	means: <ul style="list-style-type: none">a) the relevant Assignment; orb) if, prior to the relevant Assignment:<ul style="list-style-type: none">i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; andii. the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of their defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);
“Hirer”	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 Agency Worker is supplied or introduced;
“Hirer's Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
“Hourly Rate”	means the hourly rates listed on page 1 being the minimum gross rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;

“Leave Year”	means the period during which the Agency Worker accrues and may take statutory leave commencing on the date that the Agency Worker starts an Assignment or a series of Assignments
“Period of Extended Hire”	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
“Qualifying Period”	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;
“Relevant Period”	means the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Agency Worker worked for the Hirer 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;
“Temporary Work Agency”	means as defined in the Schedule to these Terms;
“Terms”	means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;
“Transfer Fee”	means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;
“Type of Work”	means suitable work up to and including any qualifications the worker may have. The minimum type of work is “operative” however individual assignments will be notified before work is undertaken by the worker on acceptance of said assignment and
“WTR”	means the Working Time Regulations 1998 and/ or the Working Time Regulations (Northern Ireland) 1998

- 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.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. The contract between the parties starts on the first day of the First Assignment under these Terms however, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Employment Business will engage the Agency Worker on a contract for services on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 or in the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981) (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
- 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
- 3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker.
- 3.3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:]

For the purposes of the Conduct Regulations:

- 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
- 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
- 3.3.3. the Type of Work, location and details of hours during which the Agency Worker would be required to work;
- 3.3.4. the Actual Rate of Pay that will be paid, intervals and any expenses payable by or to the Agency Worker;
- 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks;
- 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment; and

For the purposes of Section 1 of the Employment Rights Act:

- 3.3.7. any other paid leave such as maternity, paternity or adoption leave;
- 3.3.8. the details of pension entitlements and pensions schemes; and
- 3.3.9. any other benefits
- 3.4. Where the Employment Business does not give such information in paper form or by electronic means, it shall confirm the information by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following except where:
- 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
- 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the First Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition, the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency 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, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in

the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

4. AGENCY WORKER'S OBLIGATIONS

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, then during every Assignment and afterwards where appropriate, they will:
- 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
 - 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
 - 4.1.3. take all reasonable steps to safeguard their or her own health and safety and that of any other person who may be present or be affected by their or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;
 - 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
 - 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business's or the Hirer's staff;
 - 4.1.6. not at any time tell or give to any person, nor use for their or her own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business's employees, business affairs, transactions or finances;
 - 4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business's request, the Agency Worker undertakes to:
- 4.2.1. inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
 - 4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken, and any other details requested by the Employment Business; and
 - 4.2.3. inform the Employment Business if they has prior to the commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because they has:
 - 4.2.3.1. completed two or more assignments with the Hirer;
 - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment they should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why they may not be suitable for an Assignment, they shall notify the Employment Business without delay.
- 4.5. The Agency Worker warrants that in relation to these Terms, they shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.
- 4.6. The Agency Worker acknowledges that any breach of their obligations set out in these Terms may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet 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 Hirer.
- 5.2. Subject to clause 5.3, the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.3. Where the Agency Worker does not submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. **Ttheir may delay any payment due to the Agency Worker.** The Employment Business will not pay the Agency Worker for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which they is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. Ttheir clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

6. PAY AND DEDUCTIONS

- 6.1. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 6.3. The Hourly Rate, Actual Pay of Rate or Actual QP Rate of Pay, as applicable, will be paid weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.
- 6.4. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.5. Subject to compliance with Regulation 12 of the Conduct Regulations, the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which they may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of their negligence or breach of either the Employment Business's or the Hirer's rules.
- 6.6. If the Employment Business provides any equipment or clothing to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore, the Agency Worker must return any equipment or clothing to the Employment Business upon termination of the Terms or within [3] days of a request from the Employment Business. If the Agency Worker does not comply with the obligations set out in ttheir clause, the Employment Business reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Agency Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.
- 6.7. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare ttheir to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.

7. ANNUAL LEAVE

- 7.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks.
- 7.2. The Agency Worker's entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by him/ her on Assignment during the Leave Year.
- 7.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If ttheir is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 7.4. The Agency Worker must take all annual leave during the Leave Year in which it accrues and, except as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, the Agency Worker may not carry any annual leave forward to the next year. The Agency Worker is responsible for ensuring that they request and take all paid annual leave within the Leave Year.
- 7.5. If the Agency Worker wishes to take paid annual leave during an Assignment they should notify the Employment Business of the dates of their intended absence giving notice of at least twice the length of the period of annual leave that they wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with ttheir clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 7.6. Subject to clause 7.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment.
- 7.7. Subject to clause 7.3, during any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.
- 7.8. Except where ttheir clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), the Agency Worker may, upon giving the notice in clause 7.5, take a bank holiday or other public holiday as part of their paid annual leave entitlement.
- 7.9. Where these Terms are terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker. If, following such deduction the Agency Worker owes further monies in respect of pay received for annual leave taken but not accrued at the time of Termination, the Agency Worker will repay such monies within 14 days of termination of these Terms

8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for statutory sick pay (SSP) provided that they meets the relevant statutory criteria.
- 8.2. The Agency Worker must give the Employment Business evidence of incapacity to work, which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. For the purposes of SSP there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

- 8.4. If the Agency Worker submits a statement of fitness for work ("the Statement") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the

assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION

- 9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- 9.2. The Agency Worker 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 Hirer. If the contract between the Employment Business and the Hirer is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Agency Worker (except for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
- 9.3. If the Agency Worker does not tell the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) their will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4. If the Agency Worker is absent during an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 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 Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify their availability for work for a period of 3 weeks, their contract for services will automatically terminate and the Employment Business will forward their P45 to their last known address.

10. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly, the Agency Worker 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 their clause.

11. CONFIDENTIALITY

- 11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:
 - 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer 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 Hirer or the Employment Business with the exception of information already in the public domain;
 - 11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and
 - 11.1.3. 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 Hirer 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 Hirer or the Employment Business as appropriate.

12. DATA PROTECTION

The Agency Worker acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to their/ her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

13. SEVERABILITY

If any of the provisions of these Terms 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.

14. NOTICES

All notices which are required to be given in accordance with these Terms 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, including 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 that email is sent.

15. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 Contracts Rights of Third Parties) Act (Scotland) 2017) is excluded.

16. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales/Scotland/ Northern Ireland and are subject to the exclusive jurisdiction of the Courts of England & Wales/Scotland/ Northern Ireland.

“QUALIFYING PERIOD” AND “TEMPORARY WORK AGENCY”

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - i. ordinary, compulsory or additional maternity leave;
 - ii. ordinary or additional adoption leave;
 - iii. ordinary or additional paternity leave;
 - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
 - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i, ii, or iii, for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or
- b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of their definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of their definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

48 HOUR OPT OUT AGREEMENT

1. DEFINITIONS

1.1. In their 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" mean The Staffing Network Limited, of 53 Lower Hall Lane, Walsall, West Midlands, WS1 1RJ or any subsidiary, branch, associated, group or partner companies;

"Temporary Worker" means Worker as defined on page one of their document

"Working Week" means an average of 48 hours each week calculated over a 26-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 their 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 they agree in writing that their 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 their Agreement by giving the Employment Business one week's notice in writing.

4.2. For the avoidance of doubt, any notice bringing their 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.

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. Their night work limit has been extended by collective agreement to 15 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 their

employer or employment business about other work, or knowingly makes a false record), then they will be committing a criminal offence and may be 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:

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 Limited* which needs to be included in the calculations of my Working Time under the RTWT Regulations; and I will keep *The Staffing Network 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 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 Limited from 1st August 2015 to 30th August 2020

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 Limited* which needs to be included in the calculations of my Working Time under the RTWT Regulations; and I will keep *The Staffing Network 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 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 Limited from 1st August 2015 to 30th August 2020