

# Temporary Worker Agreement

Please sign and return all paperwork to our offices but note that any supply of services by you after receipt of this Agreement constitutes your formal acceptance of all terms and conditions hereunder.

These terms are a formal agreement ("Agreement") between Huntress Search Limited ("Huntress") and you, the Temporary Worker, who will be fulfilling an Assignment for a period of time with one of our Hirers. This Agreement is in accordance with the Conduct of Employment Agencies & Employment Businesses Regulations 2003 (as amended).

## 1. Definitions

1.1 In this Agreement the following definitions apply:

"Temporary Worker" means you (PRINT NAME) \_\_\_\_\_  
 \_\_\_\_\_ (Temporary Worker);

"Assignment" means Assignment Services to be performed by the Temporary Worker for a period of time during which the Temporary Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;

"Employment Business" Huntress whose registered office is at Aldwych House, 71-91 Aldwych, London WC2B 4HN;

"Hirer" means the Person, Firm, or Corporate Body to whom the Temporary Worker is supplied or introduced together with any subsidiary or associated company as defined by the Companies Act 1985;

"Relevant Period" means the later of either 14 weeks from the first day on which the Temporary Worker worked for the Hirer or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks; or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Hirer.

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 this Agreement are for convenience only and do not affect their interpretation.

## 2. The Contract

2.1 This Agreement between the Employment Business and the Temporary Worker shall govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments. By virtue of these terms any other agreement between the Employment Business and the Temporary Worker are rendered void.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is not an employee of the Employment Business although the Employment Business is required to make statutory deductions from the Temporary Worker's remuneration in accordance with clause 4.1. The Temporary Worker is supplied as a worker and nothing in this Agreement shall be construed as giving the Temporary Worker rights in addition to those provided by statute except where expressly stated.

2.3 No variation or alteration to this Agreement shall be valid unless the details of such variations are agreed between the Employment Business and the Temporary Worker and set out in writing on the Employment Business' letterhead, signed by a Director of the Employment Business and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

## 3. Assignments

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer Assignments to the Temporary Worker; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Hirer, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.

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

3.5 For the purpose of calculating the average number of weekly hours worked by the

Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Hirer wishes to employ the Temporary Worker directly or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a fee or to agree an extension of the hiring period with the Hirer at the end of which the Temporary 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 fee to the Hirer if the Hirer introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

## 4. Remuneration & Deductions

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at an hourly rate which is no less than the national minimum hourly rate for all hours worked, specified by the official rate which can be found at <https://www.gov.uk/national-minimum-wage>. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make. The Employment Business reserves the right to delay payment in exceptional circumstances where it is necessary to do so as a result of Bank Holidays.

4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Hirers for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

4.3 Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Temporary Worker's pay any sums which they may owe the Employment Business including, without limitation, any overpayments or loans made to the Temporary Worker, an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year or any losses suffered by the Employment Business as a result of the Temporary Worker's negligence or breach of either the Employment Business or Hirers rules. This includes the cost of any replacement equipment, clothing or ID/Security cards or other items provided to the Temporary Worker for the purposes of an Assignment and which they fail to return when requested. The Temporary Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any payment owed to the Temporary Worker.

## 5. Statutory Leave

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year is 1st January to 31 December.

5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 28 days paid leave per leave year (pro rata). **All entitlement to paid annual leave must be taken during the course of the leave year in which it accrues. None may be carried forward to the next year and none will be paid in lieu. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the leave year.**

5.3 Where a Temporary Worker wishes to take paid leave during the course of an Assignment they should notify the Employment Business of the dates of their intended absence giving notice of at least two weeks. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.

5.4 Entitlement to paid leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the leave year. The amount which the Temporary Worker will receive in respect of periods of paid annual leave will be calculated based on the average pay received over the previous 12 weeks.

5.5 In the course of any Assignment during the leave year the Temporary Worker is entitled to request paid annual leave to the extent that it has been accrued and it will be paid in half day increments.

5.6 Where a Bank holiday or other public holiday falls during an Assignment and the Temporary Worker has not worked and wishes to be paid annual leave for that day, the Temporary Worker will need to request it in accordance with 5.3 above and subject to the Temporary Worker having accrued entitlement to paid leave, the public holiday shall count as part of the Temporary Worker's paid annual leave entitlement.

5.7 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to and should request a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued.

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

**6. Sickness Absence**

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

**7. Timesheets**

7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a timesheet duly completed to indicate number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.

7.2 Subject to clause 7.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for hours.

7.3 Where the Temporary Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which they are carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

**8. Temporary Worker's Conduct of Assignments**

8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if they do so, during every Assignment and afterwards where appropriate, they will:-

- Co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
- 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 Temporary Worker might reasonably be expected to ascertain;
- Take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;
- 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 Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or Hirer;
- Not commit any act or omission constituting unlawful discrimination against, harassment of or inappropriate behavior towards any member of the Employment Business' or Hirer's staff;
- Not at any time, whether during or after an Assignment, make any copies of any whole or part of a document or material belonging to the Hirer [except where required to do so in the course of an Assignment], disclose to any person, nor use for their own or any other person's benefit, any confidential information relating to the Hirer's or the Employment Business's employees, business affairs, trade secrets, transactions or finances;
- On completion of Assignment or at any time when requested by the Employment Business and/or Hirer to return any property or items provided to the Temporary Worker in connection with or for the purpose of the Assignment, including but not limited to any equipment, clothing, documents, materials [including any materials created by the Temporary Worker during an Assignment], security cards or ID cards;
- Inform the Employment Business if they have prior to the start date and/or during the relevant Assignment carried out work with the Hirer (either directly or through a third party); provide details of the work undertaken to the Employment Business as may be requested and that could be deemed to count toward the Qualifying Period for the relevant Assignment.

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

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

8.4 The Temporary Worker acknowledges that any breach of their obligations set out in this Agreement may cause the Employment Business and/or Hirer to suffer loss and the Employment Business reserves the right to recover such losses from the Temporary Worker.

**9. Termination**

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

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

9.3 If the Temporary Worker does not inform the Employment Business [in accordance with clause 8.2] should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9. 2 unless the Temporary Worker can show that in exceptional circumstances prevented them from complying with clause 8.2.

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

9.5 If the Temporary Worker does not report to the Employment Business to notify their availability for work for a period of three weeks, the Employment Business will forward his P45 to their last known address.

9.6 The Temporary Worker acknowledges that that the continuation of an Assignment is subject to and conditional upon the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and Hirer is terminated for any reason the Assignment shall cease with immediate effect without any liability to the Temporary Worker (save for payment for hours already worked to the date of termination).

**10. General**

10.1 A Temporary Worker who has a query connected with any aspect of their Assignment may discuss the query with the Manager of the Consultant's branch office through which the Assignment was originally offered.

10.2 The Working Time Regulations 1998 (as amended) apply to this contract. The Temporary Worker hereby agrees to exclude the maximum weekly working time in accordance with Regulation 5. In the event that the Temporary Worker does not agree to opt out of this maximum weekly working time, they should not sign the accompanying Opt Out Agreement.

10.3 The Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services supplied during an Assignment shall vest solely and exclusively with the Hirer and the Temporary Worker shall execute such documents and carry out such acts requested by the Employment Business and/or Hirer in order to effect this. The Temporary Worker hereby waives all moral rights under the Copyright Designs and Patents Act 1988 in respect of works deriving from an Assignment.

10.4 The Temporary Worker shall comply with all provisions applicable to them under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or Hirer to breach any Data Protection Laws. The personal data of the Temporary Worker will be processed and shared by the Employment Business to other intermediaries involved in supplying the services of the Temporary Worker to the Hirer and the Hirer under the lawful basis of legitimate interest. Personal data will also be shared and processed for purposes connected with the performance of the Assignment, pursuant to these Terms and in order for the Employment Business to comply with its legal and contractual obligations. Further details are set out in our Privacy Notice.

10.5 The Employment Business is committed to eliminating the exploitation of people as defined under the Modern Slavery Act 2015. If a Temporary Worker has any concerns, queries or questions regarding this issue they should contact their consultant or branch.

**11. Law**

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

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

**Temporary Worker Declaration**

I have read, understand and agree to be bound by the terms of this Temporary Worker Agreement.

Full Name

Signature

Date