

TEMPORARY WORKERS TERMS OF ENGAGEMENT

These terms constitute a contract for services between *Recra Recruitment Solutions Ltd* whose registered office is situated at Suite 1, 18a Warren Park Way, Enderby, Leicester LE19 4SA (hereinafter referred to as "RRS Ltd" which is an employment business) and the candidate detailed below.

You are (Hereinafter referred to as "the Temporary") a Temporary Worker

1. For the avoidance of doubt these Terms shall not give rise to a contract of employment between RRS Ltd and the Temporary. These terms govern all Assignments (see below) undertaken by the Temporary until the Temporary is notified to the contrary. No contract shall exist between RRS Ltd and the Temporary between Assignments.
2. RRS Ltd will endeavor to obtain for the Temporary opportunities ("Assignments") to work within your capacity or capacities where there is a suitable position at a Client of RRS Ltd ("a client") being the person firm or corporate body requiring the services of the Temporary.
3. The minimum rates of pay for such work will be at least the National Living Wage rate at the time of registration. The actual rate payable will be notified to the Temporary on a per Assignment basis.
4. The decision whether or not to offer the Temporary Assignments as described above is a matter that is at the sole discretion of RRS Ltd. The Temporary acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that suitability and availability shall be determined solely by RRS Ltd and that RRS Ltd shall incur no liability to the Temporary should it fail to offer opportunities to work as above or at all.
5. For the purposes of calculating the average number of weekly hours worked by the Temporary on an Assignment the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary commences their first Assignment if later.
6. The Temporary will on demand provide RRS Ltd with all such information as RRS Ltd may require enabling RRS Ltd to perform its services efficiently and in compliance with the law. In particular the Temporary will provide RRS Ltd with full details of their qualifications to perform any particular kind of work.
- 7 (i) Any amounts payable to the Temporary under this agreement will be subject to deductions which RRS Ltd is required by law to make. Deductions for National Insurance and Schedule E Income Tax and any other deductions, which RRS Ltd is required by law to make, will be made and transmitted to the appropriate authorities.
- 7(ii) Subject to 8(iv) below all amounts due including expenses will be paid weekly in arrears on the Friday of each week after the relevant assignment commenced.
- 7(iii) Subject to any statutory entitlement under relevant legislation the Temporary is not entitled to receive payment from RRS Ltd or Clients for time not spent on an Assignment whether in respect of holidays (including a Bank Holiday) illness or absence or any other reason unless otherwise agreed. The Temporary will be paid only in respect of hours actually worked together with expenses as provided in 4 above.
- 7(iv) At the end of each week of an Assignment the Temporary shall deliver to RRS Ltd by noon on the Monday following the end of the week their time sheet duly completed to indicate the number of hours worked during the preceding week and signed by an authorised representative of the Client. Failure to submit a time sheet for hours worked may delay payment for those hours although as required by law RRS Ltd agrees to pay the Temporary all monies owed for work undertaken under our contract of services to you regardless of Time sheets being completed or invoices paid.
- 8(i) Under the Working Time Regulations 1998 the Temporary is entitled to 5.6 weeks paid leave per year. All entitlement to leave must be taken during the course of the leave year in which it accrues, and none may be carried forward to the next year.
- 8(ii) For the purposes of calculating entitlement to leave under this clause, the leave year commences on 1st April.
- 8(iii) Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary on Assignments during the leave year. The amount of the payment to which the Temporary is entitled in respect of such leave is calculated in accordance with and in proportion to the number of normal working hours which he has worked on Assignment i.e. those, which do not attract overtime rates of pay.
- 8(iv) "Holiday is accrued" at a rate of 12.07% of all hours worked. Paid leave is calculated and paid at the average hourly rate based on the previous 52 weeks of work, in accordance with applicable legislation.
- 8(iiv) In the course of any Assignment during the first year of engagement on Assignments the Temporary is entitled to request leave at the rate of one twelfth of his total holiday entitlement in each month of his leave year. Where the Temporary wishes to take any leave to which he is entitled he should notify RRS Ltd in writing of the dates of his/her intended absence. The amount of notice, which the Temporary is required to give, is at least twice the length of the period of leave, which he wishes to take. Such notice shall be deemed to commence on the day of actual receipt of the notice by RRS Ltd at the local office dealing with the Temporary. RRS Ltd will notify the Temporary if it is not possible for him to take leave on the specified dates.
- 8(v) Where a Bank Holiday or other public holiday falls during an Assignment and the Temporary does not work on that day, the public holiday may at the discretion of RRS Ltd count as part of the Temporary's annual leave entitlement.
- 8(vi) The Temporary shall not take more than 10 days leave in the months of April to September inclusive in any leave year. Payment for leave will be restricted to entitlement actually accrued during any leave year. The Temporary shall not take more than 5 days leave in any one period of 28 days except by the period written consent of RRS Ltd.
9. RRS Ltd are under no obligation to provide work for any period and the Temporary acknowledge that there may be periods when no work is offered by RRS Ltd. If the Temporary declines an offer of work, or fails to attend for work, which he has been booked by RRS Ltd, or conducts himself in a manner which RRS Ltd considers to be prejudicial to its interest, then RRS Ltd may terminate this agreement forthwith.

10. The Temporary is not obliged to accept any Assignment offered by RRS Ltd but where he/she accepts an offer of work and in consequence provides services to a client, then the Temporary agree that during every Assignment and afterwards where appropriate he will:
 - (i) Work the number of hours for any day week or other period as are agreed between Temporary, RRS Ltd and the Client: RRS Ltd
 - (ii) Observe all relevant regulations, disciplinary rules or obligations of the Client and/or which are in force at the premises where the Temporary provides such a service, as though such stipulations applied to the Temporary;
 - (iii) Co-operate with the Client and their staff and comply with all reasonable instructions directions and supervision whether made by RRS Ltd or any responsible person in the Client's organisation;
 - (iv) Take all reasonable steps to safeguard his own safety and that of any other person affected by his actions whilst at work;
 - (v) Not engage in any conduct detrimental to the interests of the Client and/or divulge to any person, whether for his own or any other person's benefit any confidential information relating to the Client's or RRS Ltd business affairs, employees, transactions or finances.
- 11(i) RRS Ltd or the Client may at any time terminate an Assignment of a Temporary with any Client without prior notice or liability.
- 11(ii) The Temporary may terminate an Assignment at any time without prior notice or liability.
- 11(iii) If the Temporary does not inform RRS Ltd (in accordance with clause 13 below) that he is unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Temporary in accordance with clause 12(ii) unless the Temporary can show that exceptional circumstances prevented him from complying with clause 13.
- 11(iv) If the Temporary is absent during the course of an Assignment and the contract has not been otherwise terminated RRS Ltd will be entitled to terminate the contract in accordance with clause 12(I) if the work to which the absent worker was assigned is no longer available for the Temporary.
12. If the Temporary is unable for any reason to attend work during the course of an Assignment you must inform RRS Ltd within one hour of the commencement of the assignment or shift.
13. If the Temporary is not available in any week he/she must notify RRS Ltd by midday on the Friday of the week before.
14. The Temporary agrees to provide with all necessary medical information to assist with the provisions of a Health Assessment where required by The Working Time Regulations or elsewhere and further to notify RRS Ltd forthwith of any change in their medical conditions which may affect their ability to perform any assignment. The Temporary is required to complete a Health Screening Questionnaire on signing these Terms of Engagement and this contract for services is conditional upon a satisfactory Health Screening Questionnaire being received by RRS Ltd. If at any future time it is learned that the Temporary has not completed the Questionnaire correctly or honestly or failed to advise RRS Ltd of any change in their medical condition RRS Ltd reserves the right to terminate this Contract for Services forthwith.
15. Subject to any accompanying agreement to contract out of the provisions of the Working Week Limit this Agreement constitutes the entire agreement between the parties and it is agreed that until or unless the Temporary is notified to the contrary by RRS Ltd these Conditions shall apply to and shall be deemed incorporated into this and all subsequent agreements entered into by RRS Ltd with the Temporary. No variation or alteration of these Terms shall be valid unless approved by RRS Ltd in writing.
16. In this agreement:-
 - 16(i) References to a statute or statutory instrument includes any modification amendment or replacement thereof;
 - 16(ii) Unless the context otherwise requires references to the singular include the plural and references to the masculine include the feminine and vice versa.
 - 16(iii) All terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.
17. Recra Recruitment Solutions Ltd guarantees payment to the worker regardless of whether payment has been received from the Hirer.
18. Recra Recruitment Solutions Ltd will always endeavor to find temporary work for the worker in lower-skilled roles, including but not limited to warehouse, administration, and production operative positions.
19. Recra Recruitment Solutions Ltd shall never charge any worker a fee for seeking or assisting them in seeking employment, nor shall any related costs be imposed on the worker.