

CONTRACT FOR SERVICES FOR TEMPORARY WORKERS (TERMS OF ENGAGEMENT)
Please complete this section and agree to our terms of engagement.

YOUR DETAILS

NAME OF WORKER

ADDRESS

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

POSTCODE..... DATE OF BIRTH / /

Telephone Numbers Home Mobile

E-Mail address@..... National Insurance Number

TYPE OF WORK OFFERED – SUBJECT TO AGREEMENT OF TERMS

Get Me Staff Recruitment can offer you, the worker, temporary work as a

PAYMENT

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

Age of Worker (yrs)	From Oct 2010
Workers aged 21 and over	£5.93
Workers aged 18-20	£4.92
Workers aged 16 and 17	£3.64

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

Bank Name _____ Sort Code ____ - ____ - ____ Branch _____

Account Number _____ 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 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, GET ME STAFF RECRUITMENT CANNOT GUARENTEE CORRECT PAYMENT. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR TIMESHEET AND HOURS WORKED ARE PROVIDED TO GET ME STAFF RECRUITMENT ON TIME EVERY WEEK.

POLICIES

Equal Opportunities

Get Me Staff Recruitment 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. Get Me Staff Recruitment 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. Get Me Staff Recruitment 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

Get Me Staff Recruitment 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.

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 Get Me Staff Recruitment, 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 ? YES _____ NO _____

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

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 Get Me Staff Recruitment 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
(please delete clearly as appropriate)

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).

INTERESTS

Please describe your leisure interests

DECLARATION

I CONFIRM THAT THE ABOVE COMPLETED INFORMATION IS CORRECT AND I UNDERSTAND THAT GET ME STAFF RECRUITMENT WILL CHECK ANY REFERENCES GIVEN AND THAT ALL PAPERWORK PROVIDED TO BE TRUE AND CORRECT. I wish to register with Get Me Staff Recruitment 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 _____ **Date** _____

Confirmed by Consultant _____ **Date** _____

48 HOUR OPT OUT AGREEMENT

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:-

"Assignment"	means the period during which the Worker is engaged to render services to the Client;
"Client"	means the person, firm or corporate body engaging the services of the Worker;
"Employment Business"	means Get Me Staff Recruitment of 45 Hagley Road, Stourbridge, West Midlands, DY8 1QR or any subsidiary, branch, associated, group or partner companies;
"Temporary Worker"	means Worker as defined on page one of this document
"Working Week"	means an average of 48 hours each week calculated over a 17-week reference period.

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

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

2. RESTRICTION

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

3. CONSENT

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

4. WITHDRAWAL OF CONSENT

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

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

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

5. THE LAW

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

Signed by the Temporary Worker _____

Date _____

1. DEFINITIONS

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

"Assignment"	means the period during which the Temporary Worker is supplied to render services to the Client;
"Client"	means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
"Employment Business"	means Get Me Staff Recruitment Limited of 45 Hagley Road, Stourbridge, West Midlands, DY8 1QR or any subsidiary, associated group or partner companies;
"Temporary Worker"	means name of Worker as defined on page one of this document.
"Relevant Period"	means the longer period of either fourteen weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. Any references to gender is made to mean both male and female

1.4. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker's remuneration in accordance with clause 4.1.
- 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 Temporary Worker and set out in writing 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 to work as agreed on page one in section marked "Type of Work Offered – Subject to Agreement of Terms". 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 opportunities to work in the above category or in any other category; 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 Client, 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 Client in relation to the Assignment and the steps the Client 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 Client 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 Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker 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 fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

4. REMUNERATION

- 4.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate specified in the section "PAYMENT" on page one of this document being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. 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.
- 4.2. Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5 STATUTORY LEAVE

- 5.1 For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998 under this clause, the leave year commences 1st November of the year that the Temporary Worker starts an Assignment or a series of Assignments
- 5.2 The annual leave granted under these terms will always be the statutory minimum as it is from time to time. Under the Working Time Regulations 1998 (as amended), the Temporary Worker is entitled to annual leave as follows:
 For work carried out from 1 April 2009 onwards: 5.6 weeks.
 This equates to an average of:- approximately ½ a day per full week (5 days) worked.
If you do not work 5 days a week, your entitlement will be adjusted accordingly on a pro-rata basis.
 If the statutory minimum leave is subsequently decreased or increased then entitlement to leave under this clause will be decreased or increased so as to be set at the statutory minimum as it applies to any period in which work is carried out.
- 5.3 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. For the purpose of this agreement, all holiday pay earned during a leave year must be taken by 30th October of the leave year or it will be lost.
- 5.4 Where a Temporary Worker wishes to take paid leave during the course of an assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. 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 it wishes to postpone or reduce it by.
- 5.5 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment. Payments for annual leave will be calculated on the basis of rates paid during the Client's normal working hours i.e. those which do not attract overtime rates of pay.
- 5.6 In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.
- 5.7 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 5.5 the Temporary Worker may, upon giving one week's notice, take a Bank Holiday or other Public Holiday as part of his/her paid annual leave entitlement. *Note: the amendments made by the Working Time (Amendment) Regulations 2007 simply increase the minimum leave entitlement. Temporary Workers are not automatically entitled to take Bank or Public Holidays as annual leave and still may be asked to work.*
- 5.8 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.1.
- 5.9 None of the provisions of this clause regarding the statutory entitlement to paid leave shall Affect the Temporary Worker's status as a self-employed worker.
- 5.10 If the Temporary Worker is placed on a Temporary to Permanent placement, any liability for outstanding holiday pay accrued by the Temporary Worker whilst working for the Client will be transferred to the Client once the Temporary Worker transfers employment from the Employment Business to the Client, and will count as part of their Holiday Entitlement by Law from the employer
- 5.11 Statutory leave will only be considered when requested with a Holiday Request Form, available upon request

6 SICKNESS ABSENCE

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that they meet the relevant statutory criteria.
- 6.2 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.
- 6.3 Statutory Sick Pay will only be considered if requested with a Sickness Note document, available upon request.

7 TIME SHEETS

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet 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 Client. To ensure prompt and correct payment, the authorised Timesheet must be received by the Employment Business not later than 10am on the Monday following the hours undertaken by the Temporary Worker.
- 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 Client for those hours.
- 7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client 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 is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.
- 7.5 The Employment Business may sometimes receive hours worked by the Temporary Worker from the Client. This does not revoke the Temporary Worker from their responsibility to submit a time sheet to the Employment Business.

8 CONDUCT OF ASSIGNMENTS

- 8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if they does so, during every Assignment and afterwards where appropriate, they will:
 - a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - b) Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
 - c) Take all reasonable steps to safeguard his or her 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 Client;
 - d) Not engage in any conduct detrimental to the interests of the Client;
 - e) Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- 8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment they should inform the Client and/or 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.

9 TERMINATION

- 9.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
- 9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.
- 9.3 If the Temporary Worker does not inform the Client or the Employment Business [in accordance with clause 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 exceptional circumstances prevented him or her 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 clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 9.5 If the Temporary Worker does not report to the Employment Business to notify their availability for work for a period of three weeks, the Employment Business will forward their P45 to their last known address.

10 LAW

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales. If there are any legislative changes to this contract, the minimum legal requirement in England and Wales will supersede any of these terms of contract.

Signed by the Temporary Worker _____

Date _____

Signed by 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 question, please provide details below. You may be asked to see a doctor or nurse for further assessment.

Other Information

.....

.....

PERSONAL PROTECTION EQUIPMENT

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

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

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.....

*OFFICE USE ONLY
REGISTRATION PACK CHECKLIST*

Front Page Completed Name..... Address..... DOB..... NI No Bank Details

Employment History Declaration Signed T..... C.....

48 hr Opt Out Signed T..... C..... Contract Signed Health Q Signed T.... C..... PPE Assess C.....

ID Licences..... CRB Certificates References 1)..... 2).....

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