

**TERMS & CONDITIONS**  
**for the**  
**ENGAGEMENT of TEMPORARY WORKERS**

**THIS AGREEMENT** is made as of **█<sup>th</sup> █ 200█**

**BETWEEN:**

- (1) **Technology Resourcing Ltd** of The Technology Centre, Surrey Research Park, Guildford, Surrey. GU2 7YG ("the Recruitment Business") and
- (2) **█** of **█** ("the Temporary Worker")

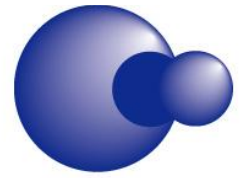
**TERMS AND CONDITIONS OF AGREEMENT:**

**1. BASIS OF THE AGREEMENT**

- 1.1. These Terms and Conditions together with the Schedule(s) constitute the entire agreement ("the Agreement") between the Temporary Worker and the Recruitment Business and supersede any previous agreements or understandings.
- 1.1. The Agreement constitutes a contract for services between the Employment Business and the Temporary Worker upon being signed by the Temporary Worker and they govern each and every assignment undertaken by the Temporary Worker. In the event of the Temporary Worker declining to accept any offer of work or not attending work for any reason, no contract shall exist between the Employment Business and the Temporary Worker. Further, no contract shall exist between the Employment Business and the Temporary Worker between assignments.
- 1.2. For the avoidance of doubt, this Agreement shall not give rise to a contract of employment between the Employment Business and the Temporary Worker.
- 1.2. The Temporary Worker acknowledges that it is in the nature of temporary work that there may be periods when no suitable work is available and agrees:
  - 1.2.1. that suitability shall be determined solely by the Employment Business and
  - 1.2.2. that the Employment Business shall not incur any liability towards the Temporary Worker should it fail to offer opportunities to work.
- 1.3. The Temporary Worker will provide services to the Client of the Employment Business as specified in the Schedule under the heading "Service / Assignment - Description".
- 1.4. The Temporary Worker warrants that he/she has the necessary qualifications and expertise to perform the services as required by the Client (as specified in the Schedule).

**2. PAYMENT TERMS**

- 2.1. A Schedule to these Terms and Conditions of contract will define payment rates and all appropriate details for each new assignment.
- 2.2. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate to be agreed at the commencement of each assignment, for each hour worked during an assignment, to be paid weekly in arrears, subject to deductions for the purpose of Class I National Insurance contributions, PAYE and other deductions, which the Employment Business may be bound by law to make.
- 2.3. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an assignment, the start date for the relative averaging period under the Working Time Regulations 1998 shall be the date upon which the Temporary Worker commences his/her first assignment.



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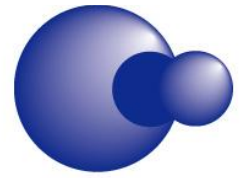
- 2.4. Subject to any statutory entitlement under relevant legislation, the Temporary Worker is not entitled to receive payment either from the Employment Business or Clients for time not spent on any assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed in writing.
- 2.5. At the end of the week of an assignment (or at the end of the assignment where an assignment is for a period of less than one week or is completed before the end of the week) the Temporary Worker shall deliver to the Employment Business his/her timesheet duly completed to indicate the number of hours worked by the Temporary Worker during the preceding week and signed by an authorised representative of the Client. The Employment Business shall not be obliged to make any payment to the Temporary Worker unless a properly authenticated time sheet has been submitted. For the purpose of the Working Time Regulations 1998, the Temporary Worker's working time shall consist only of those periods during which he/she is carrying out his/her activities or duties for a Client as part of an assignment. Time spent travelling to a Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time.

### 3. STATUTORY LEAVE

- 3.1. For the purpose of calculating entitlement to leave under this clause, the leave year commences from the date that the Temporary Worker starts an assignment or a series of assignments.
- 3.2. Under the Working Time Regulations 1988, the Temporary Worker is entitled to 4 weeks paid leave per leave 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 leave year.
- 3.3. Entitlement to leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on assignments during the leave year. The amount of the payment to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of basic hours that he/she works on assignments. For the purpose of calculating payments for annual leave, basic hours in relation to assignments undertaken by the Temporary Worker will be all hours worked which do not attract overtime rates of pay.
- 3.4. Where the Temporary Worker wishes to take any paid leave to which he/she is entitled, he/she should notify the Employment Business in writing of the duration and dates of his/her intended absence. The amount of notice that is required should be at least twice the length of the period of leave that the Temporary Worker wishes to take.
- 3.5. Where a Bank Holiday or other public holiday falls during an assignment and the Temporary Worker does not work on that day, the Bank or public holiday shall be counted as part of the Temporary Worker's paid annual leave entitlement.
- 3.6. None of the provisions of this clause shall affect the Temporary Worker's status as a self-employed worker.

### 4. THE 48 HOUR WORKING WEEK

- 4.1. The Working Time Regulations 1998 stipulate that Temporary Workers shall not work on an assignment with a Client in excess of an average of 48 hours each week calculated over a 17 week reference period unless he/she agrees in writing that this limit shall not apply.
- 4.2. The Temporary Worker hereby agrees that the working week limit specified in 4.1 above shall not apply to any assignment on which he/she works.
- 4.3. The Temporary Worker may withdraw the consent given under this clause by giving to the Employment Business 3 months' notice in writing.
- 4.4. Once the notice period specified in 4.3 above expires the said working week limit shall apply with immediate effect.



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**5. CONTRACTOR'S OBLIGATIONS**

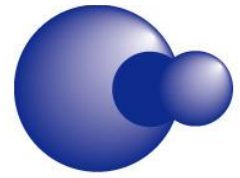
- 5.1. The Temporary Worker is not obliged to accept any assignments offered by the Employment Business but if he/she does so, during every assignment and afterwards, as appropriate, he/she will:
- 5.1.1. co-operate with the Client's staff and accept the direct supervision and instruction of any responsible person in the Client's organisation
  - 5.1.2. observe any rules and regulations of the Client's establishment to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain
  - 5.1.3. unless arrangements have been made to the contrary, conform to the normal hours of work currently in force at the Client's establishment
  - 5.1.4. take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be present or affected by his/her actions on the assignment and comply with the health and safety policy of the Client
  - 5.1.5. not engage in any conduct detrimental to the interests of the Client
  - 5.1.6. to furnish the Recruitment Business with any progress reports as may be requested from time to time
  - 5.1.7. to negotiate and agree unavoidable periods of absence with the Client and inform the Recruitment Business of such arrangements
  - 5.1.8. to enter into any confidentiality agreement that may be required by the Client.
- 5.2. The Temporary Worker is not entitled to any rights accorded to employees of the Client and shall not be subject to any obligations applied to employees of the Client save as provided under the terms of this Agreement.

**6. INTELLECTUAL PROPERTY**

- 6.1. The Temporary Worker hereby grants assigns and conveys to the Client all right, title and interest in and to all inventions and other proprietary data and all other materials as well as any copyright patent design right or other intellectual property rights relating thereto which are developed conceived reduced to practice or delivered by the Temporary Worker either solely or jointly with others during and in connection with the performance of the assignment. The Temporary Worker hereby irrevocably waives his/her moral rights in any work created or developed during an assignment.
- 6.2. The Temporary Worker warrants that as far as it is aware none of the intellectual property rights developed or created during an assignment will infringe or has been misappropriated from any third party intellectual property rights and the Temporary Worker agrees to hold harmless the Recruitment Business against any and all claims of such infringement misappropriation or alleged infringement or misappropriation.

**7. CONFIDENTIALITY**

- 7.1. During the assignment the Temporary Worker is likely to have access to confidential information trade secrets and other valuable information belonging to the Client. The Temporary Worker will not at any time whether during or after the end of the assignment (unless expressly authorised by the Client as a necessary part of the performance of its duties) disclose to any person or make use of any confidential information or trade secrets of the Client. The Temporary Worker will deliver up to the Client or the Recruitment Business (as directed) at the end of the assignment all documents belonging to the Client (including any copies or abstracts), which are in its possession including documents created by the Temporary Worker in the course of the assignment.
- 7.2. The Temporary Worker confirms that he/she will not and will not procure that others on his/her behalf deal in any shares of the Client or clients about whose business they become aware of during the course of the assignment.



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**8. TERMINATION**

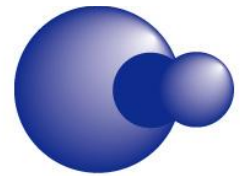
- 8.1. The Employment Business may without notice and without liability (apart from payment due up to the time of termination) instruct the Temporary Worker to end an assignment at any time.
- 8.2. If the Temporary Worker is unable for any reason to work on an assignment he/she should inform the Client or the Employment Business no later than 10.00am on the first day of absence to enable alternative arrangements to be made.
- 8.3. The Agreement may be terminated at any time by either party giving to the other in writing the period of notice shown in the Schedule.

**9. FORCE MAJEURE**

- 9.1. Neither the Recruitment Business nor the Temporary Worker shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, Act of Parliament, enemy, fire, flood, explosion or other catastrophe, epidemic, quarantine restrictions or delays due to such cause or causes (an "Event of Force Majeure), except that strikes, slowdowns or labour stoppages of any kind by the Temporary Worker shall not constitute "force majeure" under this Agreement.
- 9.2. Each party agree to notify notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to give details of the circumstances giving rise to the Event of Force Majeure.

**10. GENERAL**

- 10.1. Where for any reason the Temporary Worker has not signed and returned a copy of the Schedule signifying acceptance to all Terms and Conditions of the Agreement the commencement of work shall constitute acceptance of the Agreement.
- 10.2. No variation or alteration of this Agreement shall be valid unless approved in writing by an authorised representative of the Recruitment Business.
- 10.3. This Agreement shall be construed in accordance with the Laws of England and is subject to the jurisdiction of the English courts.
- 10.4. The Temporary Worker is not empowered to act as a representative or agent of the Recruitment Business and as such may not incur any liabilities or obligations on behalf of the Recruitment Business.



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**SCHEDULE: TERMS OF AGREEMENT**  
FOR THE ENGAGEMENT OF TEMPORARY WORKERS

AGREEMENT NO: **MH/12345678/123** SCHEDULE NO: **1.00**

BETWEEN: **Technology Resourcing Ltd** (“the Recruitment Business”)

and: [REDACTED] (“the Temporary Worker”)

Service Description: [REDACTED]

Start Date: [REDACTED]<sup>th</sup> [REDACTED] 200[REDACTED]

End Date: [REDACTED]<sup>th</sup> [REDACTED] 200[REDACTED]

Termination Notice: **X working days**

<u>Pay Rates</u>	Amount	Unit	Description
Standard Pay Rate:	£ [REDACTED]	per day	<b>7.5 hours / day</b>
Holiday Pay Rate:	£ [REDACTED]	per day	<b>For weekends and bank holidays</b>

Client: [REDACTED] Ltd

Payment Terms: **Weekly**

Site address(es):  
a. [REDACTED]  
b. [REDACTED]

Reporting to: [REDACTED]

Special Terms & Conditions:  
1. [REDACTED]  
2. [REDACTED]  
3. [REDACTED]

**Signatures below evidence acceptance of the Terms of Agreement as specified in this Schedule documentation and all Terms and Conditions of TR Doc. Ref MH/123456/TOE/v1.00, subject to any variations specified in Special Terms and Conditions in this Schedule documentation.**

SIGNED on behalf of **Technology Resourcing Ltd:**  
of Technology Centre, Surrey Research Park, Guildford. GU2 7YG .....

Name (printed) ..... Title: Director Date: .....

SIGNED on behalf of [REDACTED] **Ltd**  
of [REDACTED] .....

Name (printed) ..... Date: .....