

AGENCY WORKER

G R Employment Ltd (Employment Business)

Contract for Services

This Statement, together with the attached Policies and Procedures, set out particulars of the main terms between:

..... (hereinafter referred to as the “company” or the “employment business”)

and

..... (hereinafter referred to as the “agency worker” or “you”).

JOB TITLE

We will endeavour to find Warehouse, Driving, or Administration assignments for you.

NATURE OF ENGAGEMENT

The company will act as an employment business in respect of this agreement and will endeavour to find assignments for you.

The Employment Agencies Act 1973 prohibits the employment business from charging you a fee in respect of this work finding service.

For the avoidance of doubt, you are engaged as temporary Agency Worker. This Statement and any attachments or particular assignment schedules do not constitute a contract of employment between you and the employment business. You are not an employee of the employment business.

Your engagement begins on No other period of engagement preceding this one is taken into account.

The employment business does not provide any other goods or services in respect of which you may be charged a fee.

PROBATIONARY PERIOD

Your engagement is not subject to a probationary period.

PLACE OF WORK

Any work that you accept from the employment business will be carried out at/from sites/locations of our client. The exact location of the assignment will be notified to you at the relevant time. You will not be required to work outside the United Kingdom.

HOURS OF WORK

Work assignments will be offered to you on an "ad hoc" basis as and when the employment business matches you with suitable clients. You are free to accept or decline such assignments. You are not guaranteed continuous work and we are under no obligation to offer you further assignments. No contract shall exist between the employment business and yourself in periods between agreed work assignments.

Although you are free to engage in other work, if you already have or are considering any additional work, you should notify the employment business so that any implications arising from the current working time legislation can be discussed.

Assignments may be offered to you on an hourly, daily, weekly, or other basis.

Your normal hours of work are variable and will be set by the needs of our business, our clients' business and your availability to work. You are required to work between Sunday and Saturday. You could be required to work a minimum of 4 hours shift at any time over a 24-hour period. Your lunch break will be determined at the start of each assignment; however, we guarantee it will comply with the provisions of the Working Time Regulations 1998 (as amended).

The employment business will notify you of the days and hours that you will be required to work in advance of each assignment.

Attendance at work assignments will be in accordance with the assignment schedule for that particular assignment. When you have agreed to attend a work assignment and are unable to do so, you are required to notify your consultant immediately.

PAYMENT

The employment business reasonably expects to achieve a minimum of the National Minimum wage for you. However, your actual payment in respect of any particular assignment may be more than the above amount and you will be notified of the applicable rate when you are offered any particular assignment.

You will become entitled to equal treatment under the Agency Workers Regulations 2010 with regard to pay after you have accrued 12 weeks in a particular role with a client organisation. Where this is the case, you will be advised separately of the relevant rate at the appropriate time. Please note that equal treatment does not relate to all aspects of pay.

You will be paid in respect of work done regardless of whether or not the employment business receives payment from the client to whom you are assigned.

Payment will be made weekly in arrears by bank credit transfer following submission of a properly completed time sheet. Statutory deductions such as income tax and NI contributions will be made from the payments.

Non-submission or incorrectly completed documentation may result in delayed payment. Any queries regarding payment should be raised with the payroll department.

COLLECTIVE AGREEMENTS

No collective agreements directly affect the terms upon which you are engaged.

BENEFITS

There are no benefits which apply to your engagement.

SICKNESS ABSENCE

Any absence, for whatever reason, whilst on an agreed assignment must be reported at the earliest opportunity on the day in question to enable alternative arrangements to be made. Notification should be made personally to your Consultant.

Absences of up to and including six consecutive days must be covered by a self-certification form. Absences of seven consecutive days or more must be covered by a doctor's medical certificate stating the reason for the absence and must be provided to your allocated Consultant. Further certificates must be provided if the absence continues past the period stated in the first certificate.

If you are absent from work for four or more days by reason of incapacity and you meet the relevant criteria, you will be entitled to statutory sick pay. Your qualifying days for these purposes are Monday to Friday. We do not operate a contractual sickness/injury payment scheme for agency workers.

STATUTORY ANNUAL LEAVE

Your leave year commences on 1st April and ends on 31st March.

You are entitled to 5.6 weeks paid annual leave. For part years of service, entitlement will be calculated on a pro rata basis. Holiday entitlement is accrued as your work.

You will become entitled to equal treatment in relation to annual leave entitlement under the Agency Workers Regulations 2010 after you have accrued 12 weeks in a particular role with a client organisation. Where this is the case, you will be advised separately of the relevant entitlement at the appropriate time.

Annual leave entitlement in excess of the statutory minimum will be paid in addition to your hourly rate. This will be shown clearly on your pay statement.

You should give at least 2 weeks written notice of your intention to take holidays and 1 weeks written notice is required for odd single days. Such notice should be given to your consultant.

The employment business will allocate agreed leave dates to take account of business needs and the arrangements made by other agency workers and our clients own employees to ensure operational efficiency. The employment business reserves the right to refuse leave requests if they conflict with the needs of the business and may, with due notice, require that you take your annual leave on specified dates.

Annual leave must be taken in the leave year in which it is accrued. You will not be allowed to “carry over” any annual leave into a subsequent leave year.

You will not be entitled to any payment for bank holidays or public holidays unless you are actually required to work them or they are taken as part of your statutory annual leave.

Payment in respect of statutory annual leave will be in accordance with the Working Time Regulations 1998 (as amended). In the event of the termination of your contract any annual leave accrued but not taken will be paid in lieu. However, in the event of you having taken more paid leave than you have accrued pro-rata, then the appropriate payments will be deducted from your final payment. This is an express written term of your contract for services.

OTHER PAID LEAVE

You are not entitled to any further paid leave other than that which is covered elsewhere in this document.

TRAINING

At the commencement of your engagement you will receive training for the specific role you have been engaged to perform. No further training entitlement is offered by the Company.

INFORMATION ABOUT PREVIOUS ASSIGNMENTS

You shall inform us at the earliest possible opportunity prior to an assignment, or during each assignment, of any instances where you have worked in the past two years, in the same or similar role with the client or any member of the client's group with whom we have placed you for assignment, via a third party. You shall provide us with details of such work and the periods during which it was carried out. You will comply with any reasonable requests we make for the provision of such information.

HEALTH & SAFETY AT WORK

Under Health and Safety legislation each individual has a legal responsibility for their own welfare and for the health and safety of others. You must take all reasonable steps to safeguard your own safety and the safety of any other person who may be present and comply with the health and safety policies of any client to whom you are assigned.

EQUALITY, INCLUSION AND DIVERSITY POLICY

The employment business is committed to the principle of equality regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation. Policies will be applied that are fair, equitable and consistent with skills and abilities. You have a duty to support the employment business in implementing these policies to ensure equality of opportunity.

The Company will not tolerate sexual harassment in any form towards its staff, including sexual harassment by third-parties. Further information on our zero-tolerance approach to sexual harassment in the workplace is set out in our Sexual Harassment Policy. Staff engaged with the business will ensure that they read and comply with the Company's Sexual Harassment Policy.

GENERAL STANDARDS

You are under no obligation to accept an offer of an assignment, but if you do so, you agree, during every assignment and afterwards as appropriate, to observe the following conditions:

- 1) On attending a client's establishment, you will observe any specific instructions given regarding standards of dress. Where no specific instructions have been given, you should present a professional image and wear clothes appropriate to the responsibilities of your assignment.
- 2) You will familiarise yourself with and observe any rules and regulations of the client's establishment, particularly with regard to use of any computer equipment, client telephones and personal mobile phones.
- 3) You will not engage in any conduct detrimental to the interests of the client or the employment business.
- 4) You will co-operate with the client's staff and accept the direction, instruction and supervision of any responsible person in the client's establishment.
- 5) You will not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the client's or the employment business' transactions, finances, customers, employees or business affairs.

STANDARDS OF BEHAVIOUR/PERFORMANCE

We expect certain standards from you in respect of your behaviour and performance. If we have concerns over your behaviour or performance, we may address this with a view to enabling improvement, or, in certain circumstances, we will terminate the engagement with notice. You can find more information on these later on under "Standards of Behaviour" and "Standards of Performance".

If you have any concerns about any decisions taken in respect of your behaviour or performance, you should speak to the General Manager. within 5 days of the decision being conveyed to you.

COMPLAINTS PROCEDURE

If you have any complaints about your engagement, you should raise these with the General Manager. You can find more information on this later on under "Complaints".

COMPLAINING ABOUT DISCRIMINATION OR HARASSMENT

If you believe you are the victim of minor discrimination or harassment you should first make it clear to the discriminator/harasser that their behaviour is unwelcome and politely ask them to stop. If you feel unable to do this, or if this approach fails, or if the discrimination/harassment is more serious, you should discuss the matter with a senior employee of the employment business, who will endeavour to resolve the situation on your behalf.

PENSION SCHEME

We operate a contributory pension scheme which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the employment business. Further details are available separately.

NOTIFICATION REQUIREMENTS TO END AN ASSIGNMENT

You are required to give days notification to the employment business should you wish to cease providing your services during an agreed assignment (unless the assignment is for a shorter period, in which case you must work to the end of the agreed assignment period). You will be given days notification by the employment business (or the client to whom you are assigned) should your services no longer be required during an agreed assignment (except where the assignment is for a shorter period, or the employment business deems you to be unsuitable for the position or in breach of the required standards, in which case your engagement may be terminated immediately).

PAY IN LIEU OF NOTICE

We reserve the contractual right to give pay in lieu of all or any part of the above notice by either party.

If you agree to accept the above conditions, please sign and date both copies of this contract for services (retaining one for your own reference) and return one copy to the General Manager.

Yours sincerely

_____ For and on behalf of the employment business.

I have read and understand the conditions relating to this work engagement and agree to my personal details being retained by the employment business for the purpose of matching me with suitable clients and contacting me with offers of ad hoc work assignments. I understand that this engagement, and any future work assignments will not indicate an employment relationship between the employment business and myself.

SIGNATURE:

Agency Worker

NAME:

Print

DATE:

Equality, Inclusion and Diversity Policy

A) STATEMENT OF POLICY

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
- 2) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.
- 1) The aim of the policy is to ensure that agency workers are not discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 2) The employment business will ensure that the policy will be made available for all agency workers and made known to all applicants for work.
- 3) The policy will be communicated to all clients reminding them of their responsibilities towards equality of opportunity.
- 4) Whilst the employment business has no direct control over your place of work, we will endeavour to ensure that a neutral working environment is maintained, in which no agency worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

- 1) The employment business will endeavour, through appropriate training, to ensure that employees making recruitment and assignment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) A consistent and non-discriminatory approach will be taken to any advertising of vacancies.
- 3) Recruitment will not be confined to areas or media sources that provide only, or mainly, applicants of a particular group.
- 4) All applicants who apply for work will receive fair treatment and will be considered solely on their ability to do the work.
- 5) All employees involved in the recruitment, selection and assignment process will periodically review their selection criteria to ensure that they are related work requirements and do not unlawfully discriminate.
- 6) Interview questions will be related to the requirements of the work and will not be of a discriminatory nature.

- 7) The employment business will not disqualify any agency worker because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the type of work assignments being sought.
- 8) Selection decisions will not be influenced by any perceived prejudices of other staff.

Standards of Behaviour

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) It is not practicable to specify all rules on behaviour or offences that may result in the General Manager addressing such behaviour with you, as they may vary depending on the nature of the work.
- 3) the General Manager will address behaviour with you if you are found to have acted in any of the following ways. Please note that these are examples only and do not represent an exhaustive list:
 - a) persistent failure to turn up for an assignment which you have accepted from the employment business and/or lateness;
 - b) unsatisfactory standards or output of work;
 - c) rudeness towards our clients, our members of staff, the clients/customers of our clients, their members of staff, members of the public or other workers or employees, objectionable or insulting behaviour, harassment, bullying or bad language;
 - d) failure to devote the whole of your time, attention and abilities to our clients' business and its affairs during any assignment that you have accepted from the employment business.
- 4) Where one of the misconduct rules has been breached, the General Manager will discuss this with you and inform you of the improvement required.
- 5) Further instances of misconduct may result in the termination of the assignment and no further work being offered to you.
- 6) In some circumstances, your assignment may be terminated, and no further work offered to you, upon the first occasion of misconduct. This may occur if the misconduct is considered to be so severe that the employment business finds continued assignments untenable, for example, if you are found to have acted in the following ways. Please note that these are examples only and do not represent an exhaustive list:
 - a) theft or fraud;
 - b) physical violence or bullying;
 - c) deliberate damage to property;
 - d) deliberate acts of unlawful discrimination or harassment.
- 7) We reserve the right to terminate your assignment upon the first occasion of misconduct without prior notification of required improvement in circumstances not falling into those described in 6) above.
- 9) If you feel that any decision to terminate your engagement for reasons related to your behaviour breaches equality legislation, you should speak to the General Manager.

Standards of Performance

- 1) We recognise that your ability to carry out your duties may be affected by a number of things, the most common being either changes to the way that tasks are done since previous engagements and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.
- 2) If the nature of work you have been assigned to perform changes during an assignment or if we are made aware by our client of general concerns about your ability to perform your tasks we will try to ensure that you understand the level of performance expected of you.
- 3) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about the continuation of your agreed period of work.
- 4) We reserve the right to terminate your engagement, at any time, due to your inability to perform the work you have been engaged to undertake without prior notification of required improvement.
- 5) The employment business will, at all times, ensure its compliance with the Equality Act 2010 in relation to its obligations towards individuals with a disability.
- 6) If you feel that any decision to terminate your engagement for reasons related to your performance breaches equality legislation, you should speak to the General Manager.

Complaints

- 1) It is important that if you feel dissatisfied with any matter relating to your engagement you are able to raise it.
- 2) If you wish to raise a complaint, you should speak to the person specified in your Contract for Services above, explaining fully the nature and the extent of your complaint. Although it is not required, it may be of assistance if you set out the complaint in writing. If you raise your complaint verbally, written notes may be taken by the person specified in your Contract for Services who will ensure that they are a true representation of your complaint.
- 3) Once your complaint has been looked into, you will be notified of the outcome which will normally be within 10 days of receipt of your complaint.
- 4) If you feel that the outcome is in breach of any equality legislation, you should speak to the General Manager.