

CONTRACT FOR SERVICES FOR AGENCY WORKERS (PAYE)

DEFINITIONS

1.1 In these Terms of Engagement ("Terms") the following definitions apply:

"the Agency"	means Midas Recruitment of 7 High Street, Sutton Coldfield, B72 1XH
"the Agency Worker"	means _____
"Assignment"	means the period during which the Agency Worker is engaged by the Agency to render services to the Client;
"Client"	means the person, firm or corporate body requiring the services of the Agency Worker together with any subsidiary or associated company as defined by the Companies Acts;
"Relevant Period"	means the longer period of either 14 weeks from the first day on which the Agency Worker worked for the Client, or 8 weeks from the date the Agency Worker last worked for the Client; (Note: the first day is the first day of the first occasion or the first day of any subsequent Assignment if more than 42 days since the end of the previous Assignment).

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

1.3 The headings 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 Agency and the Agency Worker and they govern all the Agency Worker's Assignments. No contract shall exist between the Agency and the Agency Worker either between Assignments, or if the Agency Worker is absent from an Assignment for any reason except authorised absence.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Agency and the Agency Worker. The Agency Worker is engaged as a self-employed worker, although the Agency is required to make statutory deductions from the Agency Worker's remuneration in accordance with Clause 7.

2.3 No variation or alteration of these Terms shall be valid unless details of such variation are agreed between the Agency and the Agency Worker and set out in writing and a copy of the varied terms are given to the Agency Worker stating the date on or after which such varied terms shall apply.

3. ASSIGNMENTS

3.1 The Agency will endeavour to obtain suitable Assignments for the Agency Worker to work in the categories applied for. The Agency Worker is not obliged to accept any Assignment the Agency offers.

3.2 The Agency Worker acknowledges the nature of temporary agency work means there may be periods when no suitable work is available and agrees that:

3.2.1 suitability shall be determined solely by the Agency;

3.2.2 the Agency shall incur no liability should it fail to offer the Agency Worker opportunities to work in the category applied for or in any other category.

3.3 For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations 1998 is Monday of the week in which the Agency Worker commences his first Assignment.

3.4 If, either before or during an Assignment, the Agency Worker becomes aware of any reason why he may not be suitable for the Assignment the Agency Worker shall notify the Agency without delay.

3.5 When an Assignment is offered to the Agency Worker and subject to the Agency Worker's acceptance, the Agency shall inform the Agency Worker of the identity of the Client, and if applicable, the nature of their business; the date work is to commence and duration or likely duration of the work; the type of work, the location and hours during which the Agency Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Agency Worker; and any risks to health and safety known to the Client and steps that the Client has taken to prevent or control such risks. In addition the Agency shall inform the Agency 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.

3.6 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 Public or Bank Holidays) following, save where the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has been supplied in the previous 5 business days and such information has already been given to the Agency Worker. Any variation of the Assignment terms shall be agreed in advance with the Agency Worker and similarly confirmed.

3.7 If, before the first Assignment, during the course of an Assignment or within the Relevant Period, the Client wishes to employ or engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Agency 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 Agency Worker may be employed or engaged directly by the Client or through another employment business without further charge to the Client. In addition the Agency will be entitled to charge a fee to the Client if they introduce the Agency Worker to a third party who subsequently engages the Agency Worker within the Relevant Period.

4. ABSENCE FROM ASSIGNMENT

If the Agency Worker is unable for any reason to attend work during an Assignment, the Agency Worker should inform the Agency as soon as possible to enable alternative arrangements to be made.

5. TERMINATION

5.1 The Agency or the Client may terminate the Agency Worker's Assignment at any time without prior notice or liability.

5.2 The Agency Worker may terminate an Assignment at any time without prior notice or liability.

5.3 If the Agency Worker does not inform the Client or the Agency in accordance with clause 5.2 should he be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 5.2 unless the Agency Worker can show that exceptional circumstances prevented the Agency Worker from complying with clause 5.2.

5.4 If the Agency Worker is absent during the course of an Assignment and the contract has not been otherwise terminated under clauses 5.1, 5.2 or 5.3 above, the Agency will be entitled to terminate the contract in accordance with clause 5.1 if the work to which the absent Agency Worker was assigned is no longer available for the Agency Worker.

5.5 If the Agency Worker does not report to the Agency to notify the Agency Worker's availability for work for a period of **12** weeks, the Agency will forward the Agency Worker's P45 to the Agency Worker's last known address.

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6. CONDUCT

- 6.1 The Agency Worker is not obliged to accept any Assignment offered by the Agency but if the Agency Worker does so, during every Assignment and afterwards, as appropriate, the Agency Worker will:
- 6.1.1 co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - 6.1.2 observe any relevant rules and regulations of the Client's establishment (including hours of work as notified) to which the Agency Worker's attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
 - 6.1.3 take all reasonable steps to safeguard the Agency Worker's own safety and the safety of any other person who may be present or affected by the Agency Worker's actions on the Assignment and comply with the health and safety policies and procedures of the Client;
 - 6.1.4 not engage in any conduct detrimental to the interests of the Client;
 - 6.1.5 not at any time divulge to any person, nor use for the Agency Worker's own or any other person's benefit, any confidential information relating to employees, business affairs, transactions or finances of Clients or the Agency[; and not use the telephone, fax or computer systems belonging to the Client for personal gain or benefit.]

7. REMUNERATION

The Agency shall pay the Agency Worker remuneration calculated at the National Minimum Wage hourly rate or at any higher rate the Agency 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 of an hour) to be paid weekly, one week 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 I National Insurance Contributions and any other deductions which the Agency may be required by law to make. Subject to any statutory entitlement under the relevant legislation, the Agency Worker is not entitled to receive payment from the Agency or its Clients for time not spent on an Assignment, whether in respect of holidays (except see clause 9), illness or absence or any other reason unless otherwise agreed in writing between the Agency and the Agency Worker. If for any reason the Agency Worker is paid in advance for an Assignment but the Agency Worker does not undertake or complete the hours for which the Agency Worker has been paid in advance, the Agency reserves the right to deduct any over-payment from future remuneration (including, for the avoidance of doubt, any payment due in lieu of untaken accrued paid leave) and the Agency Worker agrees that the Agency Worker will be personally liable to repay any balance due to the Agency immediately upon demand.

8. TIME SHEETS

At the end of each week of an Assignment (or at the end of an Assignment where it is for a period of one week or less or is completed before the end of a week) the Agency Worker shall deliver to the Agency the Agency Worker's completed time sheet to indicate the number of hours the Agency Worker has worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client. The Agency shall pay the Agency Worker for all hours worked regardless of whether the Agency has received payment from the Client for those hours. Where the Agency Worker fails to submit a properly authenticated time sheet the Agency shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and reasons the Client has refused to sign a time sheet for those hours. This may delay any payment due to the Agency Worker. The Agency shall not make any payment to the Agency Worker for hours not worked. For the avoidance of doubt and the purposes of the Working Time Regulations 1998, the Agency Worker's working time (which will normally also be hours worked for which the Agency Worker will be paid) shall only consist of those periods during which the Agency Worker 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 working time.

9. STATUTORY LEAVE

- 9.1 Under Working Time Regulations the Agency Worker is entitled to a statutory period of paid leave of 5.6 weeks per year. For calculating the entitlement to leave under this clause, the leave year commences on the date the Agency Worker starts an Assignment or a series of Assignments. All of the 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. The entitlement accrues pro rata to the amount of time the Agency Worker is engaged during the leave year. For purposes of taking leave fractions may be rounded up in half days but payment will be based on the fraction due.
- 9.2 Normally the amount of payment to which the Agency Worker is entitled in respect of paid leave is calculated at the daytime rate in accordance with and in proportion to the number of standard hours (not overtime) the Agency Worker works on Assignments. If the standard hours vary during accrual period, paid leave entitlement will be calculated as an average of weekly payments for hours worked during the 12 week period prior to the week in which paid leave is taken.
- 9.3 At the end of each month or when the Agency Worker wishes to take some or all of the paid leave to which the Agency Worker is entitled, the Agency Worker should notify the Agency in writing in advance of the dates of the Agency Worker's intended absence. The amount of notice should be at least twice the length of the period of leave that the Agency Worker wishes to take. In certain circumstances the Agency may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take and in such circumstances the Agency will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that has been requested. Public or Bank Holidays not worked will not be paid unless the Agency Worker notifies the Agency that he wishes to take them as part of the Agency Worker's statutory annual entitlement.
- 9.4 Where this contract is terminated by either party and a P45 issued, the Agency Worker is entitled to a payment in lieu of any untaken accrued paid leave.
- 9.5 For the avoidance of doubt, none of the provisions of this clause shall affect the Agency Worker's status as a self-employed worker.

10. LAW

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

Signed by the Agency Worker: _____

Name: _____

Date: _____