

TERMS OF ENGAGEMENT FOR AGENCY WORKERS (CONTRACT FOR SERVICES)

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms the following definitions apply:
- “Actual Rate of Pay” means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form;
- “Actual QP Rate of Pay” means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form;
- “Agency Worker” means (Print Name: _____) supplied by the Employment Business to provide services to the Hirer;
- “Agreed Deductions” means any deductions the Agency Worker has agreed can be made from their pay;
- “Assignment” means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the
- “Assignment Details Form” means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
- “AWR” means the Agency Workers Regulations 2010
- “Calendar Week” means any period of 7 days starting with the same day as the first day of the First Assignment;
- “Conduct Regulations” Means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
- “Confidential Information” means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
- “Control” means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
- “Data Protection Laws” means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data; “Deductions” means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
- “Emoluments” means any pay in addition to the Actual QP Rate of Pay;
- “Employment Business” Hunterskill Recruitment (registered company no. 05747715) of 245 Norwich Road, Ipswich, IP1 4BU;
- “Engagement” means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through

“First Assignment”	<p>a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;</p> <p>means:</p> <p>(a) the relevant Assignment; or</p> <p>(b) if, prior to the relevant Assignment:</p> <p>(i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and</p> <p>(ii) the relevant Qualifying Period commenced in any such assignment,</p>
“Hirer”	<p>means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;</p>
“Hirer's Group”	<p>means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;</p>
“Leave Year”	<p>means the period during which the Agency Worker accrues and may take statutory leave commencing on the date that the Agency Worker starts an Assignment or a series of Assignments and runs until the anniversary of that date</p>
“Hourly Rate”	<p>means an hourly rate equal to the National Living Wage or National Minimum Wage, as appropriate, being the minimum rate of pay that the Employment Business reasonably expected to achieve, for all hours worked by the Temporary Worker.</p>
“Period of Extended Hire”	<p>means any additional period that the Hirer wishes the Agency Worker to be supplied</p>
“Qualifying Period”	<p>for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;</p> <p>means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;</p>
“Relevant Period”	<p>means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;</p>
“Temporary Work Agency”	<p>means as defined in the Schedule to these Terms;</p>
“Terms”	<p>means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;</p>
“Transfer Fee”	<p>means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations; “WTR” means the Working Time Regulations 1998 [</p> <p>1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.</p> <p>1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.</p> <p>1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced</p>

or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 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 Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. The Employment Business will endeavour to obtain a Assignment for the Agency Worker to perform the agreed work. I can confirm the type of work we will obtain for you will be a The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
- 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
- 3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker.
- 3.3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:
- 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
- 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
- 3.3.3. the Type of Work, location and hours during which the Agency Worker would be required to work;
- 3.3.4. the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;
- 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and
- 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer 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:
- 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
- 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

4. AGENCY WORKER'S OBLIGATIONS

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
- 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
- 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
- 4.1.3. 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 Hirer;
- 4.1.4. not engage in any conduct detrimental to the interests of the Employment

Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;

4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;

4.1.6. 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 Hirer's or the Employment Business' employees, business affairs, transactions or finances;

4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:

4.2.1. inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;

4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and

4.2.3. inform the Employment Business if, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:

4.2.3.1. completed two or more assignments with the Hirer;

4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.

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

4.5. The Agency Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

5. TIMESHEETS

5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the

Agency Worker shall deliver to the Employment Business a timesheet 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 Hirer.

5.2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.

5.3. Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.

5.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

6. PAY AND DEDUCTIONS

6.1. The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form. 6.2. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker:

6.2.1. the Actual QP Rate of Pay; and

6.2.2. the Emoluments (if any),

which will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

6.3. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

6.4. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.

6.5. If the Employment Business provides any equipment or clothing to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore the Agency Worker must return any equipment or clothing to the Employment Business upon termination of the Terms or within 5 days of a request from the Employment Business. In the event that the Agency Worker does not comply with the obligations set out in this clause, the Employment Business reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Agency

Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.

7. ANNUAL LEAVE

- 7.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks.
- 7.2. Entitlement to payment for leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year which will commence on the start date of your assignment and run through to the anniversary of the start date of your assignment.
- 7.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 7.4. All entitlement to leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. If the Agency 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 require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency 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.
- 7.6. Subject to clause 7.3, the amount of payment which the Agency 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 Agency Worker has worked on Assignment.
- 7.7. Subject to clause 7.3, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.
- 7.8. A: Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement.
- Where these Terms is terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker.

8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

- 8.2. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. 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.
- 8.4. In the event that the Agency Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION

- 9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
- 9.3. If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4. If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 2 weeks, the Employment Business will forward his/her P45 to his/her last known address.

10. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

11. CONFIDENTIALITY

- 11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all

information given to it or gained in confidence the Agency Worker agrees as follows:

11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;

11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and

11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12. DATA PROTECTION

12.1. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

12.2. The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future), and the Hirer:

12.2.1. processing his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and

12.2.2. exporting and/or processing his/her personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, including by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of [England & Wales/Scotland/ Northern Ireland] and are subject to the exclusive jurisdiction of the Courts of [England & Wales/ Northern Ireland]

SIGNED BY:

Print Name:

Date:

THE EMPLOYEE

Equal Opportunities and Diversity Policy

Our Policy

Hunterskill Recruitment embrace diversity and aims to promote the benefits of diversity in all of our business activities. We seek to develop a business culture that reflects that belief. We will expand the media in which we recruit to in order to ensure that we have a diverse employee and candidate base. We will also strive to ensure that our clients meet their own diversity targets.

Hunterskill Recruitment is committed to diversity and will promote diversity for all employees, workers and applicants. We will continuously review all aspects of recruitment to avoid unlawful discrimination. Hunterskill Recruitment will treat everyone equally and will not discriminate on the grounds of an individual's "protected characteristic" under the Equality Act 2010 (the Act) which are age, disability, gender re-assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. We will not discriminate on the grounds of an individual's membership or non-membership of a Trade Union. All staff have an obligation to respect and comply with this policy. Hunterskill Recruitment is committed to providing training for its entire staff in equal opportunities and diversity. Hunterskill Recruitment will avoid stipulating unnecessary requirements which will exclude a higher proportion of a particular group of people and will not prescribe discriminatory requirements for a role.

Hunterskill Recruitment will 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. Hunterskill Recruitment will ensure that each candidate is assessed in accordance with the candidate's merits, qualifications and ability to perform the relevant duties for the role.

Hunterskill Recruitment has signed the Diversity Pledge created by the Jobcentre Plus and Recruitment and Employment Confederation (REC) to promote diversity.

Discrimination

Under the Act unlawful discrimination occurs in the following circumstances:

Direct discrimination

Direct discrimination occurs when an individual is treated less favourably because of a protected characteristic. Treating someone less favourably means treating them badly in comparison to others that do not have that protected characteristic.

It is unlawful for a recruitment consultancy to discriminate against a person on the grounds of a protected characteristic:

- in the terms on which the recruitment consultancy offers to provide any of its services;
- by refusing or deliberately omitting to provide any of its services;
- in the way it provides any of its services.

Direct discrimination can take place even if the individual does not have the protected characteristic but is treated less favourably because it is assumed he or she has the protected characteristic or is associated with someone that has the protected characteristic.

Direct discrimination would also occur if a recruitment consultancy accepted and acted upon instructions from an employer which states that certain persons are unacceptable due to a protected characteristic, unless an exception applies. The Act contains provisions that permit specifying a requirement that an individual must have a particular protected characteristic in order to undertake a job. These provisions are referred to as occupational requirements.

Where there is an occupational requirement then the client must show that applying the requirement is a proportionate means of achieving a legitimate aim, i.e. the employer must be able to objectively justify applying the requirement. An occupational requirement does not allow an employer to employ someone on less favourable terms or to subject a person to any other detriment. Neither does an occupational requirement provide an excuse against harassment or victimisation of someone who does not have the occupational requirement.

Indirect discrimination

Indirect discrimination occurs when a provision, criterion or practice (PCP) is applied but this results in people who share a protected characteristic being placed at a disadvantage in comparison to those

who do not have the protected characteristic. If the PCP can be objectively justified it will not amount to discrimination.

Indirect discrimination would also occur if a recruitment consultant accepted and acted upon an indirectly discriminatory instruction from an employer.

If the vacancy requires characteristics which amount to an occupational requirement or the instruction is discriminatory but there is an objective justification, Hunterskill Recruitment will not proceed with the vacancy unless the client provides written confirmation of the occupational requirement, exception or justification.

Hunterskill Recruitment will use best endeavours to comply with the Act and will not accept instructions from clients that will result in unlawful discrimination.

Harassment

Under the Act, harassment is defined as unwanted conduct that relates to a protected characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. This includes unwanted conduct of a sexual nature.

Hunterskill Recruitment is committed to providing a work environment free from unlawful harassment. Hunterskill Recruitment will ensure that the consultants do not harass any individual.

Examples of prohibited harassment are:

1. verbal or written conduct containing derogatory jokes or comments;
2. slurs or unwanted sexual advances;
3. visual conduct such as derogatory or sexually orientated posters;
4. photographs, cartoons, drawings or gestures which some may find offensive;
5. physical conduct such as assault, unwanted touching, or any interference because of sex, race or any other protected characteristic basis;
6. threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favours;
7. retaliation for having reported or threatened to report harassment.

If an individual believes that they have been unlawfully harassed, they should make an immediate report to Hunterskill followed by a written complaint as soon as possible after the incident. The details of the complaint should include:

- Details of the incident
- Name(s) of the individual(s) involved
- Name(s) of any witness(es)

Hunterskill Recruitment will undertake a thorough investigation of the allegations. If it is concluded that harassment has occurred, remedial action will be taken.

All employees and workers will be expected to comply with Hunterskill Recruitment's policy on harassment in the workplace. Any breach of such a policy will lead to the appropriate disciplinary action.

Any individual who Hunterskill Recruitment finds to be responsible for harassment will be subject to the disciplinary procedure and the sanction may include termination.

Victimisation

Under the Act victimisation occurs when an individual is treated unfavourably because the he/she has either done or is about to do, a 'protected act' which is bringing a claim for unlawful discrimination or raising a grievance about discrimination or giving evidence in respect of a complaint about discrimination.

Hunterskill Recruitment will ensure that the consultants do not victimise any individual.

Disabled Persons

Discrimination occurs when a person is treated unfavourably as a result of their disability.

In direct discrimination occurs where a provision, criterion or practice is applied by or on behalf of an employer, or any physical feature of the employer's premises, places a disabled person at a substantial disadvantage in comparison with persons who are not disabled.

In recruitment and selection there may be a requirement to make reasonable adjustments. For example,

it might be necessary to have different application procedures for partially sighted or blind applicants that enable them to use Braille. With testing and assessment methods and procedures, tests can only be justified if they are directly related to the skills and competencies required for the job. Even then, it might be appropriate to have different levels of acceptable test results, depending on the disability. For example, an applicant with a learning disability might need more time to complete a test, or not be expected to reach the same standard as other non-disabled applicants.

Reasonable adjustments in recruiting could include:

- modifying testing and assessment procedures;
- meeting the candidate at alternative premises which are more easily accessible;
- having flexibility in the timing of interviews;
- modifying application procedures and application forms;
- providing a reader or interpreter.

Wherever possible Hunterskill Recruitment will make reasonable adjustments to hallways, passages and doors in order to provide and improve means of access for disabled employees and workers. However, this may not always be feasible, due to circumstances creating such difficulties as to render such adjustments as being beyond what is reasonable in all the circumstances.

Hunterskill Recruitment will not discriminate against a disabled person:

- in the arrangements i.e. application form, interview or arrangements for selection for determining whom a job should be offered; or
- in the terms on which employment or engagement of temporary workers is offered; or
- by refusing to offer, or deliberately not offering the disabled person a job for reasons connected with their disability; or
- in the opportunities afforded to the person for receiving any benefit, or by refusing to afford, or deliberately not affording him or her any such opportunity; or
- by subjecting the individual to any other detriment (detriment will include refusal of training or transfer, demotion, reduction of wage, or harassment).

Hunterskill Recruitment will make career opportunities available to all people with disabilities and every practical effort will be made to provide for the needs of staff, candidates and clients.

Age Discrimination

Under the Act, it is unlawful to directly or indirectly discriminate against or to harass or victimise a person because of age. Age discrimination does not just provide protection for people who are older or younger. People of all ages are protected.

A reference to age is a reference to a person's age group. People who share the protected characteristic of age are people who are in the same age group.

Age group can have various references:

- Under 21s
- People in their 40s
- Adults

Hunterskill Recruitment will not discriminate directly or indirectly, harass or victimise any person on the grounds of their age. We will encourage clients not to include any age criteria in job specifications and every attempt will be made to encourage clients to recruit on the basis of competence and skills and not age.

Hunterskill Recruitment is committed to recruiting and retaining employees whose skills, experience, and attitude are suitable for the requirements of the various positions regardless of age. No age requirements will be stated in any job advertisements on behalf of the company.

If Hunterskill Recruitment requests age as part of its recruitment process such information will not be used as selection, training or promotion criteria or in any detrimental way and is only for compilation of personal data, which the company holds on all employees and workers and as part of its equal opportunities monitoring process. In addition if under age 22 to adhere to Conduct of Employment Agencies and Employment Business Regulations 2003 and other relevant legislation applicable to children or young candidates.

Where a client requests age or date of birth, this will have to be under an occupational requirement or with an objective justification which should be confirmed in writing.

Part-Time Workers

This policy also covers the treatment of those employees and workers who work on a part-time basis, Hunterskill Recruitment recognises that it is an essential part of this policy that part time employees are treated on the same terms, with no detriment, as full time employees (albeit on a pro rata basis) in matters such as rates of pay, holiday entitlement, maternity leave, parental and domestic incident leave and access to our pension scheme. Hunterskill Recruitment also recognises that part time employees must be treated the same as full time employees in relation to training and redundancy situations.

Gender Reassignment Policy

Hunterskill Recruitment recognises that any employee or worker may wish to change their gender during the course of their employment with the Company.

Hunterskill Recruitment will support any employee or worker through the reassignment.

Hunterskill Recruitment will make every effort to try to protect an employee or worker who has undergone, is undergoing or intends to undergo gender reassignment, from discrimination or harassment within the workplace.

Where an employee is engaged in work where the gender change imposes genuine problems Hunterskill Recruitment will make every effort to reassign the employee or worker to an alternative role in the Company, if so desired by the employee.

Any employee or worker suffering discrimination on the grounds of gender reassignment should have recourse to the Company’s grievance procedure.

Recruitment of Ex-Offenders

Where Hunterskill Recruitment has registered with the Disclosure and Barring Service (DBS) and has the authority to apply for criminal records checks on individual because they are working with children or vulnerable adults or both, we will comply with the DBS’s Code of Practice which includes having a policy on the recruitment of ex-offenders.

Complaints and Monitoring Procedures

Hunterskill Recruitment has in place procedures for monitoring compliance with this policy and for dealing with complaints of discrimination. These are available from Hunterskill and will be made available immediately upon request. Any discrimination complaint will be investigated fully

DECLARATION

Please confirm you have read and understood the terms of engagement and agree to abide by these terms. Please also confirm you have read and understood the Equal Opportunities Statement.

I certify the information contained on this form is correct to the best of my knowledge. I realise my misrepresentation of the facts contained on this form may be cause for rejection of this application.

SIGNED BY:

Print Name:

Date:

THE EMPLOYEE

OPT-OUT OF 48 HOURS WORKING WEEK 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 engaged the services of the Worker;

‘Employment Business’ – means Hunterskill Associates of Unit 3 Chalfont Square, 17 Great Colman Street, Ipswich, Suffolk, IP4 2AJ;

‘Temporary worker’ – means.....

‘Working week’ – means an average of 48 hours each week calculated over a 17 week reference period.

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 he agrees 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(s)

4. WITHDRAWAL OF CONSENT

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

4.2. For 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. There is no restriction on the number of times you can request to ‘Opt-out’/’Opt-in’

4.4. After the expiration 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 and Wales and are subject to the exclusive jurisdiction of the Court of England and Wales.

WORKING TIME REGULATIONS

Working Hours	Under the Working Time Regulations, no individual is required to work more than 48 hours each week, averaged over a 17week reference period, unless you agree to do so in writing. Due to the flexible nature of temporary work Hunterskill Associates may ask, from time to time, if you wish to work for longer hours, however, you are under no obligation to accept.
Night Work	If you are asked to work on night shifts (for a period including any 3 hours between 11 pm and 6 am) you should not work more than 8 hours in every 24, averaged over 17 weeks.
Workers under the age of 18	The Opt-out of the 48 hour working week is not applicable to workers under 18 years old. You can find all the details about this matter in Hunterskill Associates Handbook.
Daily Rest	You are entitled to 11 hours rest from work in each 24 hours
Weekly Rest	You are entitled to a minimum of 1 day’s rest from work each week or 2 days every 2 weeks.
Rest Breaks	The Client to which you are assigned should allow you a break from work of 20 minutes if your assignment lasts for more than 6 hours a day. You can find all the information needed in each ‘Worker Assignment Sheet’ received.

If you wish to end your ‘48 hours Opt-out Agreement’ at any time, please give Hunterskill Associates one week’s written notice to our payroll department: Unit 3 Chalfont Square, 17 Great Colman Street, Ipswich, Suffolk, IP4 2AJ or email to: info@hunterskillrecruitment.co.uk

There is no restriction on the number of times you can request to ‘Opt-out’/’Opt-in’.

SIGNED BY:

Print Name:

Date:

THE EMPLOYEE