



# **Terms of Engagement**

## **(Contract for Services)**

Please find enclosed a copy of your Terms of Engagement (Contract for Services): please sign & return.

Page two must be signed twice should you wish to retain the choice to work more than 48 hours in a week.

In accordance with applicable legislation, ITS requires you to sign and return your Terms of Engagement (Contract for Services). NB: Payment for work assignments undertaken will not be processed until this has been returned.

## Terms of Engagement (Contract for Services)

### 1. Definition

In these Terms of Engagement the following definitions apply:-

“Assignment” means the period during which the Temporary Worker is supplied to render services to the client;

“Client” means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;

“Employment Business” means [REDACTED] acting as an employment business;

“Leave Year” means the Employment Business’s holiday year which runs from 1 January to 31 December

“Temporary Worker” means [REDACTED]

“Relevant Period” means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client

“Rolled Up Holiday Form” means the form signed by the Temporary Worker authorising and instructing the Employment Business to pay the Temporary Worker to be paid in accordance with clauses 5.9 to 5.14.

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

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

### 2. The Contract

2.1 These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a worker, although the Employment Business is required to make statutory deductions from the Temporary Worker’s remuneration in accordance with clause 4.1.

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

### 3. Assignments

3.1 The Employment Business will endeavour to obtain suitable Assignments within the building and construction industry for the Temporary Worker to work as a [REDACTED]

The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the client considers necessary or which are required by law to work in the Assignment.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday or any public or Bank holiday) following, save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

3.5 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition, the Employment Business will be entitled to charge a fee to the

Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period

### 4. Remuneration

4.1 Employment Business shall pay to the Temporary Worker remuneration calculated at an agreed minimum hourly rate and corresponding with the prevailing statutory Minimum Wage being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours (or part thereof) worked. The actual hourly rate will be notified on a per Assignment basis, for each hour (or part thereof) worked during an Assignment to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make. Accordingly, the Temporary Worker please should forward to the Employment Business their current P45.

4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

4.3 Subject to compliance with Clause 7, the Temporary Worker shall be paid weekly in arrears.

### 5. STATUTORY PAID ANNUAL LEAVE

5.1 The Temporary Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave is 5.6 weeks.

5.2 If the statutory minimum entitlement is subsequently decreased or increased then the Temporary Worker’s entitlement to paid annual leave under this clause will be automatically decreased or increased to the statutory minimum as it applies to any period in which work is carried out.

5.3 Entitlement to payment for leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.

5.4 All entitlement to leave must be taken during the course of the Leave Year in which it accrues, and none may be carried forward to the next year. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.

5.5 Where a Temporary Worker wishes to take paid leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may require the Temporary Worker to take paid annual leave at specific times or notify the Temporary Worker of periods when paid annual leave cannot be taken. Where the Temporary 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 Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take. In such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

5.6 Amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment.

5.7 In the course of any Assignment during the first Leave Year, the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker’s total holiday entitlement in each month of the leave year.

5.8 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 5.3 the Temporary Worker may, upon giving the notice in clause 5.5, take a Bank Holiday or other Public Holiday as part of his/her paid annual leave entitlement.

### ROLLED UP HOLIDAY (CLAUSES 5.9 TO 5.14 ONLY APPLY TO THOSE TEMPORARY WORKERS THAT HAVE SIGNED THE ROLLED UP HOLIDAY FORM)

5.9 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker whilst on Assignment during the leave year.

5.10 If the Temporary Worker has signed the Rolled Up Holiday Form, the Temporary Worker agrees that the Employment Business may roll up and include the payment in respect of holiday in the hourly rate of pay, so that the part of the Temporary Worker’s hourly rate that represents rolled-up holiday pay amounts to an additional payment equal to 12.069% of the Temporary Worker’s normal rate of pay, which is paid in respect of up to the Temporary Worker’s statutory entitlement of holiday taken in the leave year, and which the Employment Business will be entitled to set off against any payments otherwise due to the Temporary Worker pursuant to the Working Time Regulations or otherwise during the actual period of leave.

This means that the Temporary Worker will receive payment in advance for the time the Temporary Worker eventually takes off as holiday and will not receive any additional payment when the Temporary Worker is on holiday.

5.11 The Employment Business shall specify in the Temporary Worker’s payslip the amount paid in respect of rolled-up holiday pay.

5.12 In accordance with clauses 5.10 the Temporary Worker agrees and has instructed the Employment Business by signing the Rolled Up Holiday Form to not make, and agrees that the Temporary Worker shall not be entitled to, any payments during any period of actual leave.

5.13 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect your status as a self-employed worker.

5.14 A Temporary Worker who has signed the Rolled Up Holiday Form may elect, at any time, to no longer receive your holiday pay ‘rolled-up’, but instead to receive ‘Holiday With Pay’, whereby the amount allowed for holiday is not paid

weekly, but is set aside and paid as a lump sum when holiday is actually taken (at your request in accordance with clause 5.4). If a Temporary Worker wishes to change the way holiday pay is received from 'rolled up' to 'Holiday With Pay' you should notify the Employment Business in writing.

## 6. Sickness Absence

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 6.2 For the purpose 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.

## 7. Timesheets

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of the week) the Temporary 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 Client. The Employment Business' working week starts on a Saturday and finishes on a Friday. The Temporary Worker is responsible for ensuring that the completed time sheet is received by the Employment Business by no later than Monday 11.00am. Verbal confirmation of hours will not be accepted. Timesheets arriving after this time will be processed the following week.
- 7.2 Subject to clause 7.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.
- 7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Workers working time shall only consist of those periods during which s/he is carrying out activities or duties for the client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

## 8 Conduct of Assignments

- 8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will-
- Co-operate with the Client's reasonable instructions and accept the direction supervision and control of any responsible person in the Client's organisation;
  - Observe any relevant rules and regulations of the Client's establishment (including normal hours worked) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
  - Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or who may be affected by his or her own actions on the Assignment and comply with the health and safety policies and procedures of the client;
  - Not engage in any conduct detrimental to the interests of the Client;
  - Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- 8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.
- 8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

## 9. Termination

- 9.1 The Employment Business or the client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
- 9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.
- 9.3 If the Temporary Worker does not inform the client or the Employment Business [in accordance with clause 8.2] should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 8.2.
- 9.4 If the Temporary Worker is absent during the course of an Assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above, the Employment Business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 9.5 If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of three weeks, the Employment Business will forward his/her P45 to his/her last known address.

## 10. Insurance

- 10.1 It is highly recommended that you have Personal Accident Insurance to cover you whilst on Assignment. The Employment Business can arrange to enrol you, via ITS Financial Services Ltd (company no. 09198917 with registered address 286 Kings Road, Reading, RG1 4HP) ('ITS Financial Services') onto the ITS Group Personal Accident Scheme ('Personal Accident Policy'), to provide personal Accident cover to you whilst placed on Assignments sourced by the Employment business. If you wish to be enrolled onto the Personal Accident

Policy please sign below to confirm that you accept the terms of the enrolment as set out in this clause 10.

- 10.2 If you choose to opt into the Personal Accident Policy you authorise ITS Financial Services to deduct from your pay £4.95 per week ('Insurance Payment Fee') by way of payment, for each week that you work for the Employment Business, irrespective of the number of hours worked (no refunds can be given as this is charged one week in arrears). The Insurance Payment Fee includes a £3.60 charge (including all taxes) for administration, claims handling and an insured persons service in the event of an accident occurring to you during an Assignment. If an accident does occur during an Assignment and you have paid the Insurance Payment Fee to ITS Financial Services, ITS Financial Services will submit a claim on your behalf to the Personal Accident Policy provider and will pay to you any money received from the insurers in respect of your claim.

Any rights that you may have under this clause 10 are subject to the terms and conditions of the Personal Accident Policy in force from time to time, details of which are available at [www.itsconstruction.co.uk](http://www.itsconstruction.co.uk). There shall be no obligation on ITS Financial Services to make any payment to you under this Personal Accident Policy save to the extent that ITS Financial Services has received monies from the insurers in respect of your claim. ITS reserves the right to change the terms on which the insurance is offered, including but not limited to the Insurance Payment Fee, or the terms of the Personal Accident Policy, at any time. For full information please refer to the Policy Summary which is available at [www.itsconstruction.co.uk](http://www.itsconstruction.co.uk).

- 10.3 If you have opted into the Personal Accident Policy and subsequently want to opt out, you must notify Graham Coker in writing at [grahamcoker@itsconstruction.co.uk](mailto:grahamcoker@itsconstruction.co.uk)
- 10.4 You have the right to complain if you are unhappy with the service provided. In the first instance, please contact your local branch. If you wish to escalate your complaint further, please contact Graham Coker on 01483 300822 or at [grahamcoker@itsconstruction.co.uk](mailto:grahamcoker@itsconstruction.co.uk).

If you are still unsatisfied with the decision, you may contact the Financial Ombudsman Service, Exchange Tower, London, E14 9SR

## 11. Law

- 11.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed by the Temporary Worker:

Date:

## OPT-OUT OF 48 HOUR WORKING WEEK AGREEMENT

In this agreement the following definitions apply:-

**"Assignment"** means the period during which the Worker is engaged to render services to the client;

**"Client"** means the person, firm or corporate body engaging the services of the Worker;

**"Employment Business"** means ITS of The Clock House, 286 Kings Road, Reading, RG1 4HP;

**"Temporary Worker"** means the person to whom this correspondence is addressed;

**"Working Week"** means an average of 48 hours each week calculated over a 17 week reference period.

References to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

**Restriction.** 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.

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

**Withdrawal of Consent.** The Temporary Worker may end this Agreement by giving the Employment Business three months' notice in writing. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a client. Upon the expiry of the notice period set out above, the Working Week limit shall apply with immediate effect.

The Law. These Terms are governed by the law of England & Wales, and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed by the Temporary Worker:

Date:

## PERSONAL ACCIDENT INSURANCE OPT IN

By signing I confirm I authorise the Employment Business to enrol me in in the ITS Group Personal Accident Scheme, whilst placed on ITS assignments and, subject to Clause 10 of these Terms of Engagement, instruct the Employment Business to make payment of £4.95 per week for each week that I work for the Employment Business to ITS Financial Services Ltd.

Signed by the Temporary Worker:

Date: