

TERMS OF ENGAGEMENT OF TEMPORARY WORKERS

BETWEEN JOYCE GUINNESS LIMITED of 25 Thurloe Street, South Kensington, London, SW7 2LQ (hereinafter called 'Joyce Guinness').

AND(Name)..... of (Address)
.....
(Hereinafter called the 'Temporary Worker')

1 Definitions

In these terms of engagement the following definitions apply:-

'the Client' means the person, firm or corporate body requiring the services of the Temporary worker;

'the Assignment' means the period during which the Temporary Worker is engaged by the Client to render services;

'Leave Year' means the period from 1 January to 31 December in each calendar year.

References to the singular include the plural and references to the masculine include the feminine and vice versa.

2 The Contract

- (a) These terms constitute a contract between Joyce Guinness and the Temporary Worker upon being signed by the Temporary Worker and they govern each and every Assignment undertaken by the Temporary Worker with a Client.
- (b) These terms only apply when the Temporary Worker is undertaking work provided by Joyce Guinness. In the event the Temporary Worker declining to accept any offer of work or not attending work for any reason, no contract shall exist between Joyce Guinness and the Temporary Worker.
- (c) For the avoidance of doubt, these Terms shall not give rise to a contract of employment between Joyce Guinness and the Temporary Worker.
- (d) No variation or alternation of these Terms shall be valid unless approved by Joyce Guinness in writing.

3 The Temporary Worker acknowledges that it is in the nature of temporary work that there may be periods when no suitable work is available and agrees (a) that suitability shall be determined solely by Joyce Guinness and (b) that Joyce Guinness shall incur no liability towards the Temporary Worker should it fail to offer opportunities to work.

4 The Temporary Worker agrees that he/she will provide such written evidence of his/her identity, skills, qualifications and professional memberships as may be requested by Joyce Guinness and warrants that such written evidence is true and accurate in all respects. Joyce Guinness shall be entitled to terminate this agreement by summary notice in writing without prejudice to any rights or claims it may have against the Temporary Worker if at any time the Temporary Worker is in breach of this clause.

5. Remuneration

- (a) Subject to clause 9 below, Joyce Guinness will pay to the Temporary Worker remuneration calculated on a minimum hourly rate of **£7** for each hour worked during an Assignment to be paid weekly in arrears subject to deductions for the purpose of National Insurance contributions, P.A.Y.E., or any other purpose for which Joyce Guinness is required by law to make deductions. Joyce Guinness agrees that it will pay the Temporary Worker the remuneration regardless of whether Joyce Guinness is paid by the Client in respect of the Temporary Worker's Assignment.
- (b) Subject to any statutory entitlement under the relevant legislation and clause 6 below, the Temporary Worker is not entitled to receive payment from Joyce Guinness or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

6. Statutory Leave

- (a) Under the Working Time Regulations 1998, the Temporary Worker is entitled to a maximum of 28 days' paid leave per Leave Year, inclusive of statutory and bank holidays, assuming 260 days are worked. If fewer days are worked per Leave Year, holiday will accrue pro rata.
- (b) The Temporary Worker is expected to take all holiday in each Leave Year and no payment will be made for accrued but untaken holiday. Subject to this, holidays may be taken during assignments or between assignments.

- (c) In addition to the statutory and bank holidays, which the Temporary Worker is entitled to take as paid leave, the Temporary Worker will accrue one paid day's holiday for every 13 working days on which he/she is on assignment. The Temporary Worker does not accrue holiday if he/she is not on assignment.
- (d) In addition to complying with the Client's requirements for notification of absence, the Temporary Worker must also give notice to Joyce Guinness in advance of each day of holiday taken. Such notice must be at least as long as the period of leave to be taken. The Temporary Worker must also submit a timesheet in relation to each day of holiday marked "Holiday" after the holiday has been taken.
- (e) If the Temporary Worker is asked to work on a statutory or bank holiday he/she will be entitled to take another paid day in lieu.

7 The Temporary Worker is not obliged to accept any Assignment offered by Joyce Guinness but if he/she does so, during every Assignment and afterwards, as appropriate, he/she will:

- (a) co-operate with the Client's staff and accept the direction, supervision and instruction of any responsible person in the Client's organisation;
- (b) observe any rules and regulations of the Client to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- (c) unless arrangements have been made to the contrary, conform to the normal hours of work currently in force at the Client's establishment;
- (d) take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be present or affected by his/her actions on the Assignment and comply with the Health & Safety policy of the Client;
- (e) not engage in any conduct detrimental to the interests of the Client or Joyce Guinness.

8 In the event of the Temporary Worker declining to accept any offer of work, or not attending work for any reason, for any period, this agreement shall terminate.

9 At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period for less than one week or is completed before the end of one week) the Temporary Worker shall send to Joyce Guinness his/her timesheet duly completed to indicate the number of hours worked by the Temporary Worker during the preceding week and signed by an authorised representative of the client. Joyce Guinness shall not be obliged to make any payment to the Temporary Worker unless a properly authenticated timesheet has been submitted.

- 10 (a) Joyce Guinness may without notice and without liability instruct the Temporary Worker to end an Assignment at any time.
- (b) Should the Temporary Worker wish to give notice to terminate an Assignment, the length of notice required is:
 - (i) Assignments due to last 1 month or more 1 week
 - (ii) Assignments due to last 3 months or more 1 month
- (c) If the Temporary Worker is unable for any reason to work on an Assignment he/she should inform the Client or Joyce Guinness no later than 10.00am on the first day of absence to enable alternative arrangements to be made.

11. Joyce Guinness shall be entitled to terminate this agreement by summary notice in writing without prejudice to any rights or claims it may have against the Temporary Worker if at any time the Temporary Worker is in breach of a material term of this agreement.

12. The Temporary Worker will not, either during the term of this agreement or thereafter, use to the detriment or prejudice of Joyce Guinness or any of its Clients or, except in the proper course of his/her duties, divulge to any person, firm or company or otherwise make use of

12.1 any confidential information about Joyce Guinness ,its Clients, its or their business, employees, accounts, finances, research projects, pricing policy, future business strategy, marketing strategies and plans, customer lists, discount rates and sales figures arrangements with suppliers, tenders, pitches, plans or strategies; and

12.2 any other information designated as confidential.

Which may have come to the Temporary Worker's knowledge in the course of his/her engagement under this agreement. This restriction shall continue to apply after the termination of this agreement without limitation in time but shall cease to apply to any information or knowledge which subsequently comes into the public domain, other than as a result of unauthorised disclosure by the Temporary Worker.

Signed by the Temporary Worker Date