



ENBARR

RECRUITMENT AND TRAINING

ENBARR ENTERPRISES LIMITED

AGENCY WORKER CONTRACT FOR SERVICES

Between:

Enbarr Enterprises Limited t/a Enbarr Recruitment and Training (hereinafter referred to as the 'company' or the 'employment business').

and

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

Nature of Engagement

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

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

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

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

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

Assignments may be offered to you on an hourly, daily, weekly, or other basis. Attendance at work assignments will be in accordance with the assignment schedule for that particular assignment. When you have agreed to attend a work assignment and are unable to do so, you are required to notify your Manager immediately.



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Payment

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

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

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

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

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

Absence

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

We do not operate a contractual sickness/injury payment scheme for agency workers.

Statutory Annual Leave

Your leave year commences on 1st April.

You are entitled to paid annual leave in accordance with the relevant statutory provisions. For part years of service, entitlement will be calculated on a pro rata basis.

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

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



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You should give at least four written notice of your intention to take holidays and one weeks written notice is required for odd single days. Such notice should be given to your Manager. The employment business will allocate agreed leave dates to take account of business needs and the arrangements made by other agency workers and or clients own employees to ensure operational efficiency. The employment business reserves the right to refuse leave requests if they conflict with the needs of the business and may, with due notice, require that you take your annual leave on specified dates.

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

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

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

Information about previous assignments

You shall inform us at the earliest possible opportunity prior to an assignment, or during each assignment, of any instances where you have worked, since 1 October 2011, in the same or similar role with the client or any member of the client's group with whom we have placed you for assignment, via a third party. You shall provide us with details of such work and the periods during which it was carried out. You will comply with any reasonable requests we make for the provision of such information.

Health & Safety at Work

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

Standards

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

1. On attending a client's establishment, you will observe any specific instructions given regarding standards of dress. Where no specific instructions have been given, you should present a professional image and wear clothes appropriate to the responsibilities of your assignment.



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2. You will familiarise yourself with and observe any rules and regulations of the client's establishment, particularly with regard to use of any computer equipment, client telephones and personal mobile phones.
3. You will not engage in any conduct detrimental to the interests of the client or the employment business.
4. You will co-operate with the client's staff and accept the direction, instruction and supervision of any responsible person in the client's establishment.
5. You will not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the client's or the employment business' transactions, finances, customers, employees or business affairs.

Equal Opportunities

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

Complaining about Discrimination or Harassment

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

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

Pension Scheme

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

Yours sincerely

Enbarr Operations Team



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For an on behalf of the employment business

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

Signature Agency Worker

Date

Print Name
