

Terms of Engagement

(Contract for Services)

Please find enclosed two copies of your Terms of Engagement: one copy for you to keep, the other to be signed and returned. Please note that page two must be signed twice should you wish to retain the choice to work more than 48 hours in a week.

We must receive your completed copy within 10 days of the date of issue. In the event that we are not in possession after this time, we will be unable to process any subsequent weekly payments by the BACS method.

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

“Temporary Worker” means

“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

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 self-employed 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 for the Temporary Worker to work as a (please specify, tick as appropriate):-

- | | |
|--|---|
| <input type="checkbox"/> Banksman (M/F) | <input type="checkbox"/> Bricklayer |
| <input type="checkbox"/> Carpenter | <input type="checkbox"/> Ceramic Tiler |
| <input type="checkbox"/> Chainperson | <input type="checkbox"/> Cleaner |
| <input type="checkbox"/> Concrete Worker | <input type="checkbox"/> Construction Manager |
| <input type="checkbox"/> Electrician | <input type="checkbox"/> Foreman (M/F) |
| <input type="checkbox"/> Ganger | <input type="checkbox"/> Groundworker |
| <input type="checkbox"/> Handyman (M/F) | <input type="checkbox"/> Hodcarrier |
| <input type="checkbox"/> Junior Engineer | <input type="checkbox"/> Labourer |
| <input type="checkbox"/> Labourer Student | <input type="checkbox"/> Machine Operator |
| <input type="checkbox"/> Painter & Decorator | <input type="checkbox"/> Parking Labourer |
| <input type="checkbox"/> Partitioner | <input type="checkbox"/> Plasterer |
| <input type="checkbox"/> Plumber | <input type="checkbox"/> Roof Tiler |
| <input type="checkbox"/> Safety Manager | <input type="checkbox"/> Scaffolder |
| <input type="checkbox"/> Secretary | <input type="checkbox"/> Setting Out Engineer |
| <input type="checkbox"/> Site Agent | <input type="checkbox"/> Skilled Labourer |
| <input type="checkbox"/> Steel Fixer | <input type="checkbox"/> Storeman (M/F) |
| <input type="checkbox"/> Surveyor | <input type="checkbox"/> Other (please specify) |

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 The 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 worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) 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, or if applicable complete and return the enclosed P46.

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.

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 The 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.

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. Time Sheets

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 time sheet 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 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:-

a) Co-operate with the Client's reasonable instructions and accept the direction supervision and control of any responsible person in the Client's organisation:

b) 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;

c) 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;

d) Not engage in any conduct detrimental to the interests of the Client;

e) 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 important that you have Personal Accident Insurance and therefore it is a condition of this agreement that you are automatically enrolled into the ITS Group Personal Accident Scheme, to provide cover whilst placed on ITS assignments. If you already have Personal Accident Cover, you can opt-out on production of your own policy document. Please give five days written notice of your intention not to be included in the ITS Group Scheme.

10.2 The total cost of this policy, which will be deducted from your wages will be £3.50 per week each week that you work for us irrespective of the number of hours worked (no refunds can be given as this is charged one week in arrears). The above fee includes a £2.32 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 and if you have paid the required fee, ITS will submit a claim on your behalf to the insurers, 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 are subject to the terms and conditions of the insurance policy from time to time in force (details of which are available on request). There shall be no obligation on ITS to make any payment to you under this scheme save to the extent that ITS has received monies from the insurers in respect of your claim. ITS reserve the right to change the terms on which the insurance is offered, or the terms of the insurance policy at any time. For full information please refer to the Policy Summary which has been posted on the ITS website www.itsconstruction.co.uk. However, a hard copy of this summary is also available upon request from ITS.

10.3 I understand that I have been automatically enrolled in the ITS Group Personal Accident Scheme, whilst placed on ITS assignments and if I wish to opt out I agree to provide full details of my own personal accident cover by production of the policy document. I understand and agree that I need to give five days written notice to opt out from the ITS Group Scheme

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

Insurance

I understand that I have been automatically enrolled in the ITS Group Personal Accident Scheme, whilst placed on ITS assignments and if I wish to opt out I agree to provide full details of my own personal accident cover by production of the policy document. I understand and agree that I need to give five days written notice to opt out from the ITS Group Scheme

*Signed by the Temporary Worker _____
Date _____*

IMPORTANT: Please return one completed copy to your branch office.

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This summary of cover provides a guide to the cover provided under the policy by setting out the significant features, benefits, limitations and exclusions. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document, a copy of which is available upon request. It is important that you take time to read the policy document carefully when you receive it to make sure you understand the cover it provides. The cover is underwritten by Aviva Insurance Limited.

Significant Features and Benefits

Personal Accident

Cover applies to any permanent/temporary staff member placed on assignment by the Insured who have not opted out of the Group Personal Accident scheme and from whom a deduction for premium for earnings is made at each pay period.

Accidental bodily injury which causes:

Death	£50,000
Permanent Total Disablement (Any and Every Occupation)	£50,000
Loss of one or more limbs	£50,000
Loss of sight in one or both eyes	£50,000
Loss of hearing in both ears	£50,000
Loss of hearing in one ear	£12,500
Loss of Speech	£50,000

Temporary Total Disablement	75% of Gross Weekly Wage (maximum £300 per week)
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28 Day Excess Period
52 week Benefit Period

Note: Temporary Total Disablement is only payable to an Insured Person in gainful employment

Accumulation Limits

Any one accident	£10,000,000
Any one aircraft	£25,000,000

Whilst:

Engaged in occupational duties when on an assignment placed by the Policyholder.

Significant or Unusual Exclusions or Limitations

This section does not cover:

- any gradually operating cause
- any naturally occurring condition or degenerative process
- sickness or disease
- war in the Country of Residence
- any kind of flying other than as a passenger
- being a full time member of the armed forces
- suicide or self harm
- criminal acts
- being insane
- countries the FCO advise against all travel to
- back injuries and strains due to lifting, twisting, turning or wrenching
- any physical defect, infirmity, medical condition or chronic or recurring sickness which existed at or prior to the date of entry of an Insured Person into this insurance unless it has been declared to and accepted by Us in writing.

Policy age limit – up to and including 75 in respect of Personal Accident

Where to find further details

Cover - Page 8
Exclusions – Page 11

Duration of Policy

The policy will remain in force for 12 months from date of commencement and annually renewable

Right of Cancellation

The Policyholder has no rights to cancel the Policy.

The Insured Person may withdraw from the cover provided by the policy but no refund of premium is payable.

How to Claim

If you need to make a claim please call our claims line on **0800 051 6583**. Our line operates 9am to 5pm, Monday to Friday. Please have your policy number to hand when calling.

For our joint protection telephone calls may be recorded and/or monitored.

Complaints Procedure

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser or usual Aviva point of contact.

If you remain unhappy with the decision received, you may write to

Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich, NR1 3NS

Or e-mail details of your complaint to ukgiceo@aviva.co.uk

Aviva is covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the type of insurance and circumstances of your claim.
