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## WDE Recruitment Limited

## Terms of Engagement for Temporary Workers

The terms of your engagement by WDE Recruitment Limited (the “Terms of Engagement”) are set out on the next page of this document. These Terms of Engagement govern your relationship with WDE Recruitment Limited. A summary of some of those terms (including specific information relevant to each individual assignment) is set out below:

**1. NAME OF EMPLOYMENT BUSINESS**:
WDE Recruitment Limited / Unit 7 Murston Business Centre, Norman Road, Ashford TN23 7AD

**2. DATE**:

**3. NAME OF TEMPORARY WORKER**:

**4. ADDRESS OF TEMPORARY WORKER**:

**5. NAME OF CLIENT**: Neuven / Private Services

**6: ADDRESS OF CLIENT**: N/A

**7.: LOCATION OF ASSIGNMENT**: Southeast/Hull/London/UK

**8. JOB TITLE: HCA**

**9. ASSIGNMENT DUTIES**: All those duties normally and reasonably associated with the Job Title

**10. RATE OF PAY**: Minimum per £0.00 TBC hour paid weekly in arrears on or about Friday each week. Pay is credited to your bank or building society account by direct transfer.

**11: INSURANCE ADMINISTRATION**: £2.75 deduction per pay period (please see clause 4.2 for details).

**12. HOLIDAY**: 1.6 days per annum. Where you wish to take leave which has accrued to you (including leave on bank/statutory holiday) you MUST notify the Employment Business in writing of the dates of intended absence. If you take a leave of absence no holiday pay will be submitted as this is paid to you weekly inclusive of your hourly rate of pay. The amount of notice which you give must be at least twice the length of the leave requested. The Employment Business can refuse a request for leave if it is inconvenient to it or the Client. You are paid an extra 13.08% of your normal hourly rate of pay on account of holiday pay. Holiday pay is shown separately to your hourly rate on your payslip.

**13. SICKNESS**: There is no contractual right to sick pay if you are absent from an Assignment due to sickness or injury. If you are unable for any reason to attend work during an Assignment you must inform the Employment Business in advance at the earliest opportunity to enable alternative arrangements to be made. Failure to give the Employment Business advance notice of absence at the earliest possible opportunity may result in termination of the Assignment.

**14. HOURS OF WORK**:Days Shifts / TBC

**15. NOTICE YOU MUST GIVE TO END ASSIGNMENT**; ONE Week Notice

**16. ANITICIPATED LENGTH OF ASSIGNMENT**: Ongoing

### I HAVE READ AND ACCEPTED THIS SUMMARY AND THE TERMS OF ENGAGEMENT

**SIGNED:**…………….. ………**PRINT NAME**:…………..…………………………………

**DATE**:………….……/….…….……./…………...………

## WDE Recruitment Limited, Unit 7 Murston Business Centre, Norman Road, Ashford TN23 7AD 01233 647401

**THIS AGREEMENT** is made on the date stated at paragraph 2 of the summary of terms of engagement set out on the reverse side of this document (the “Summary”) between (1) WDE Recruitment Limited Unit 7 Murstone Business Centre Norman Road Ashford TN23 7AD “Employment Business”) AND (2) the temporary worker named at paragraph 3 of the Summary (the “Temporary Worker”)

IT IS AGREED AS FOLLOWS:

**1. DEFINITIONS.**

* 1. In this Agreement the following definitions apply:

**“ Assignment”** means the periods during which the Temporary Worker is supplied by the Employment Business to render services to the Client.

**“Client”** means the person, firm or corporate body requiring the services of the Temporary Worker named at paragraph 5 of the Summary or any other client to whom the Temporary Worker is assigned by the Employment Business from time to time.

* 1. Unless the context otherwise requires, references to the singular include the plural and reference to the masculine include the feminine and vice versa.
	2. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

**2. THE CONTRACT**

* 1. This Agreement constitutes a contract for services between the Employment Business and the Temporary Worker and governs all Assignments undertaken by the Temporary Worker on behalf of the Employment Business. No contract shall exist between the Employment Business and the Temporary Worker between Assignments.
	2. For the avoidance of doubt this Agreement 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 some statutory deductions from his/her remuneration.

**3. ASSIGNMENTS**

* 1. The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker. The Temporary Worker shall initially be assigned to work for the Client named at paragraph 5 of the summary to work at the place specified at paragraph 7 of the summary (or at such other place as reasonably specified by the Client from time to time) to work in the capacity specified at paragraph 8 of the summary (or as otherwise agreed from time to time). The Temporary Worker shall carry out those duties specified at paragraph 9 of the Summary and such other duties as reasonably specified by the Client from time to time.
	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 suitability shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Temporary

 Worker should it fail to offer opportunities

 to work or if it terminates with or without

 notice any particular Assignment.

**4. REMUNERATION**

* 1. The Employment Business shall pay to the Temporary Worker remuneration at the rate set out at paragraph 10 of the summary or as otherwise agreed from time to time to be paid weekly in arrears subject to deductions in respect of PAYE Class 1 National Insurance Contributions and Income Tax and/or any other deductions which the Employment Business may be required by law to make.
	2. The Employment Business shall put in place professional negligence insurance to cover negligence claims, losses, costs or liabilities arising out of or caused by acts/omissions of the Temporary Worker. The amount of the insurance administration cost is stated in paragraph 11 of the Terms of Engagment Summary and the Temporary Worker herby consents to the Employment Business deducting that amount from the Temporary Worker’s remuneration each pay period.
	3. Subject to any statutory entitlement under relevant legislation and/or as otherwise specified herein 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 in writing.

**5. STATUTORY HOLIDAY**

* 1. For the purposes of calculating entitlement to holiday under this clause the holiday year commences on the date on which the Temporary Worker starts an Assignment or a continuous series of Assignments.
	2. Under the Working Time Regulations 1998 the Temporary Worker is entitled to 28 days holiday per annum on a pro rata basis. Holiday accrues pro rata throughout the holiday year and generally cannot be taken until it has accrued. For this purpose a “week” is equivalent to the normal hours which the Temporary Worker works for a Client in a week and which do not attract any overtime/additional rate of pay. The Temporary Worker has no right to holiday on bank/statutory holidays. If holiday is taken on a bank/statutory holiday that holiday shall count as part of the Temporary Worker’s annual entitlement. All entitlement to holiday must be taken during the course of the holiday year in which it accrues or it will be lost and none may be carried forward to the next holiday year.
	3. Where the Temporary Worker wishes to take holiday which has accrued to her (including any holiday she wants to take on a bank/statutory holiday) she must notify the Employment Business in writing of the dates of her intended absence. The amount of notice which the Temporary Worker is required to give must be at least twice the length of holiday requested. The Employment Business can refuse a request for holiday if it is inconvenient to it or the client.
	4. The Employment Business may at its discretion require the Temporary Worker to take a Bank or Statutory

 Holiday or other Public Holiday as part

 of her paid annual holiday entitlement if

 such days fall during an Assignment and

 the Temporary Worker would otherwise

 work those days.

* 1. None of the provisions of this clause regarding the statutory entitlement to paid holiday shall affect the Temporary Workers’ status as a self –employed worker.

**6. SICKNESS ABSENCE**

* 1. The Temporary Worker has no contractual right to company sick pay when she cannot work due to illness or injury. In certain circumstances the temporary worker may be eligible for statutory sick pay.
	2. The temporary worker is required to provide the employment business with evidence of incapacity to work by way of a self-certificate for the first 7 days of incapacity and a doctor’s certificate thereafter.
	3. For the purposes of the statutory sick pay scheme the qualifying period is 3 or more of your regular working days.

**7. TIME AND TIME SHEETS**

* 1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period on one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business his/her time sheet duly completed to indicate the time worked by her during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a time sheet for time worked may delay payment.
	2. For the avoidance of doubt and for the purposes of the Working Time Regulations 1998 the Temporary Workers’ working time shall only consist of those periods during which she is carrying out her activities or duties for the Client as part of the Assignment. Time spent travelling to the clients premises or other location of the Assignment, lunch Breaks and other rest breaks shall not count as part of the Temporary Workers working time for these purposes.
	3. The 48 hour limit on average working time in each 7 days under the Working Time Regulations shall not apply In respect of the Temporary Workers’ Assignments unless the Temporary Worker gives the Employment Business not less than 3 months notice to the contrary.
	4. The Temporary Worker must keep the Employment Business informed about hours worked for any other person firm or company so that the Employment Business can properly and accurately monitor the total number of hours worked by the Temporary Worker each week.
	5. Subject to all other conditions being met the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client.

**8. CONDUCT OF ASSIGNMENTS**

* 1. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if she does so, during every Assignment and afterwards where appropriate, she will:
1. Work either at the Clients premises or at any other location within the United Kingdom as reasonably required by the Client; Co-operate with the Clients staff and accept the direction, supervision and control of any responsible person in the Client’s Organisation;
2. observe any relevant rules and regulations of the Client’s business to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
3. work those hours stated at

paragraph 14 of the Summary or such other hours as agreed from time to time,

1. take all reasonable steps to safeguard her own safety and the safety and the safety of any other person who might be present or affected by her actions on the Assignment and comply with the health and safety policies of the client;
2. not engage in any conduct detrimental to the interests of the Client;
3. not at any time divulge to any person, nor use for her own or any other persons benefit, any confidential information relating to the Clients or the Employment Business’ employees, business affairs, transactions or finances;
4. not be involved in any business or activity which in the view of the Employment Business affects her ability to devote the whole of her time and attention during the working hours of the Assignment to the Clients business;
5. Maintain her attire and personal appearance in a manner which in the reasonable view of the Employment Business and Client is suitable to the role to which she is assigned.
	1. If the Temporary Worker is unable for any reason to attend work during an Assignment she must inform the Employment Business in advance at the earliest opportunity to enable alternative arrangements to be made. Failure to give the Employment Business advance notice of absence at the earliest possible opportunity may result in termination of the Assignment.

**9. TERMINATION**

9.1 The Employment Business or the client may without prior notice or liability terminates an Assignment immediately at any time. If either the Employment Business or Client terminates an Assignment the Employment Business will use its reasonable endeavours to find a suitable new Assignment for the Temporary Worker unless the Temporary Worker is deemed unsuitable for work by the Employment Business in which case the Employment Business shall have no further obligations duties or liabilities to the Temporary Worker and this Agreement shall end.

* 1. The Temporary Worker may terminate an Assignment by giving the notice specified at paragraph 15 of the Summary at any time.

10. DEDUCTIONS FROM REMUNERATION

10.1 The Employment Business reserves the right at any time during or in any event on termination to deduct from remuneration any overpayment made and/or money owing to the Employment Business by the Temporary Worker including but not limited to any excess holiday pay.

**11. MISCELLANEOUS**

* 1. These Terms are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

11.2 If there is any conflict between the terms of this Agreement and the Summary the former shall prevail.