

## **CONTRACT FOR SERVICES FOR TEMPORARY WORKERS**

These Terms constitute a Contract for Services between Aarologix Employment Services Limited, hereinafter called "the Company" and the Temporary Worker, hereinafter referred to as "you" or "your" and govern each and every assignment you undertake.

In the event you decline to accept any offer of work or do not attend for any reason, no contract shall exist between the Company and you. For the avoidance of doubt, these terms shall not give rise to a Contract of Employment between the Company and you. No variation or alteration to these terms shall be valid unless agreed between a Director of the Company and you and set out in writing stating the date on or after such varied terms shall apply.

- 1 The Company agrees to offer you temporary work with a hirer hereinafter called "the Client", as and when it becomes available and which we deem suitable for your occupation and/or classification and qualifications.
- 2 The Company reserves the right to offer any assignments to such workers as it may elect where the assignment is suitable for several workers, or to offer you alternative types of work according to the availability of assignments from Clients.
- 3 You are under no obligation to accept any offer of work we make to you, however should you accept you must comply with the following conditions:
  - a) Not to engage in any conduct detrimental to the interest of the Client or the Company.
  - b) To carry out the work to the standard required, and to co-operate with all reasonable requests and instructions of the Client for whom you are carrying out temporary work.
  - c) To attend punctually and be present for the total number of hours during each day and/or week of the assignment, unless arrangements have been made with the Client to the contrary.
  - d) To take all reasonable steps to safeguard your own safety and the safety of any other person who may be affected by your actions at work and observe and comply with the Client's health and safety policy.
  - e) To observe any rules and regulations of the Client's establishment to which attention has been drawn or which you might reasonably be expected to ascertain.

- f) Not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information obtained as a consequence of or resulting from the assignment relating to the Client's or the Company's, employees, business affairs, transactions or finances.
  - g) To notify the Client and the Company as soon as you become aware, but in any event not less than three hours of the commencement of the assignment or shift that you are unable, for any reason, to attend work.
  - h) To notify the Company without delay if, either before or during the course of an assignment you become aware of any reason why you may not be suitable for an assignment, including but not limited to any changes in your state of health, in such a way as to affect your suitability to work within care and health care and if at any time a complaint is brought against you by any individual or body involved in the field of care of healthcare or you are arrested or accused of a criminal offence.
5. At the same time an assignment is offered to you the Company will provide you with the following information: identity of the Client, the type of work and any experience, qualifications, training or authorisations required, the start date, duration of the assignment, location, hours and rate of pay. You will be advised if any health and safety risks are known to the Client and the steps taken by the Client to avoid or reduce those risks.
6. Your period of employment with the Company is not continuous. The Company has no obligations to provide you with any minimum number of hours work in any one day or week.
7. You acknowledge and agree that the nature of temporary work is such that there may be periods between assignments when no work is available.
8. All timesheets for work carried out the previous week must be submitted to the Company no later than [10.00am] each Monday. Failure to do so will result in your time sheet being rejected.
9. The Company shall pay you for all hours worked regardless of whether the Company has received payment from the Client for those hours.
10. Where you fail to submit a time sheet which has been properly signed by an authorised representative of the Client, the Company shall within a reasonable time, conduct further investigations into the hours claimed by you and the reasons that the Client has refused to sign a time sheet

in respect of those hours. This may delay any payment due to you. The Company shall make no payment to you for hours not worked.

11. For the purposes of the Working Time Regulations, your working time shall only consist of those periods during which you are carrying out activities or duties for the Client as part of the assignment. Time spent on lunch or rest breaks and travelling to the Client's premises shall not count as part of your working time for these purposes.
12. The minimum rate of pay that the Company reasonably expects to achieve for all hours worked is £5.53 per hour. You will be notified of the actual rate in advance of each assignment you undertake. Provided you submit timesheets in accordance with clause 8 above, you shall be paid on the following Friday.
13. You will be paid net of all Statutory Deductions, i.e. Class 1 National Insurance Contributions, PAYE, Income Tax and any other deductions which the Company may be bound by law to make.
14. The Company has implemented the rules on holiday pay for workers, paying an extra 8.33% over and above your normal hourly rate of pay under the accrual mechanism. Accepting work with the Company means that you agree to be bound by this method of holiday pay.
15. Subject to Statutory entitlement under the relevant legislation, you are not entitled to payment from the Company or its Clients for time not spent working for a Client whether in respect of holidays, illness or absence for any other reason.
16. If a Client wishes to employ you direct or through another employment business either before the first assignment or during the course of an assignment or within the Relevant Period<sup>1</sup>, you acknowledge that the Company 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 you may be engaged directly by the Client or through another employment business without further charge to the Client. Additionally, the Company will be entitled to charge a fee to the Client if the Client introduces you to a third party who subsequently engages you within the Relevant Period
17. The Company may without prior notice and liability instruct you to end an assignment with a Client at any time.

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<sup>1</sup> Means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client (the first day being the first occasion on which you are supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment), or 8 weeks from the day after you were last supplied by the Company to the Client.

18. You warrant to the Company that all information which you have provided to date and which you may hereafter provide is and will be true and accurate in all respects.
19. These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

**SIGNED** \_\_\_\_\_ **DATED** \_\_\_\_\_  
**On behalf of AAROLOGIX EMPLOYMENT SERVICES LIMITED**

**SIGNED** \_\_\_\_\_ **DATED** \_\_\_\_\_  
**Temporary Worker**