



Temporary Worker..... GAIL SHARATT Staff No:

Date of Issue

CONDITIONS OF WORK
(Temporary Workers)

BETWEEN and
(hereinafter called the "Employment Business") (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.

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 for services between the Employment Business and the Temporary Worker upon being signed by the Temporary Worker and they govern each and every assignment undertaken by the Temporary Worker. In the event of the Temporary Worker declining to accept any offer of work or not attending work for any reason, no contract shall exist between the Employment Business and the Temporary Worker.

b) For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker.

c) No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

3. The Employment Business will endeavour to obtain suitable assignments for the Temporary Worker to work as a cleaner.

4. 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 the Employment Business and (b) that the Employment Business shall incur no liability towards the Temporary Worker should it fail to offer opportunities to work in the category specified in (3) above or in any other category.

5. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £3 for each hour worked during an assignment to be paid weekly in arrears subject to deductions for the purpose of Class 1 National Insurance contributions, PAYE and any other deductions which the Employment Business may be bound by law to make.

6. Unless specifically agreed to the contrary, the Temporary Worker is not entitled to payment from the Employment Business or its Clients for time not spent on an assignment whether in respect of holidays, illness or absence for any other reason.

7. The Temporary Worker is not obliged to accept any assignment offered by the Employment Business but if he does so, during every assignment and afterwards, as appropriate, he 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's establishment 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 own safety and the safety of any other person who may be present or affected by his actions on the assignment and comply with the health and safety policy of The Client.

e) not engage in any conduct detrimental to the interests of The Client.

8. At the end of each week of an assignment (or at the end of the assignment where an assignment is for a period of less than one week 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 number of hours worked by the Temporary Worker during the preceding week and signed by an authorised representative of The Client. The Employment Business shall not be obliged to make any payment to the Temporary Worker unless a properly authenticated time sheet has been submitted.

9. a) The Employment Business, or The Client, may without notice and without liability instruct the Temporary Worker to end an assignment at any time.

b) If the Temporary Worker is unable for any reason to work on an assignment he should inform the Client or the Employment Business by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.

10. The Temporary Worker will not at any time divulge to any person, nor use for his own or any other person's benefit, any information in relation to The Client's or Employment Business' employees, business affairs, transactions or finances.

Signed by the Temporary Worker G. Sharatt
SR008-0966

Date 12/6/97