



Specimen contract. Līguma paraugs. Tipinė sutartis. Przykładowa umowa. Образец контракта. Vzorový kontrakt.

This contract will be explained at interview. Šis līgums tiks izskaidrots intervijas laikā. Ši sutartis bus išaiškinta pokalbio metu. Umowa ta zostanie objaśniona podczas rozmowy rekrutacyjnej. Условия контракта разъясняются на собеседовании. Táto zmluva bude vysvetlená pri pohovore.

CONTRACT FOR SERVICES FOR TEMPORARY WORKERS (TERMS OF ENGAGEMENT)

Between Meridian Business Support Ltd (hereinafter called the Employment Business) and

1. DEFINITIONS

In these conditions (and in any document in which reference is made to these Conditions)

"the Client"	shall mean any individual, or any firm or corporate body requiring the services of the Temporary Worker's services together with any subsidiary or associated company as defined by the Companies Act 1985;
"the Employment Business"	shall mean Meridian Business Support Ltd or its successors and assigns from time to time.
"the Temporary Worker"	shall mean the individual, or the contractor or the company as the case may be as described in the accompanying letter.
"the Assignment"	shall mean the period during which the Temporary Worker is supplied to render services to the Client.
"the Rate"	shall mean the rate at which fees will be payable to the Temporary Worker in respect of services rendered by him.
"First Assignment"	means the First Assignment to be undertaken by the Temporary Worker 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.
"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.

Reference to the singular include the plural and reference to the masculine include the feminine and vice versa. The Headings contained in these terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

The provision of this contract for services is subject to the Temporary Worker being given Home Office approval.

- 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 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 Acceptance of or commencement of an Assignment by the Temporary Worker is deemed to indicate acceptance of these conditions. No variation of these Conditions shall be effective unless agreed in writing and signed by a Director of the Employment Business.

3. ASSIGNMENTS

- 3.1 The Employment Business endeavors to maintain suitable Assignments for the Temporary Worker for a minimum period of 6 months with Nisa Today's.
- 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 and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work.

- 3.3 At the same time 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, that date the work is to commence and the 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 an expenses payable by or to the Temporary Worker; any risks to Health & 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 will inform the Temporary Worker what experience, training, qualifications and any authorization 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 the above information is not given in paper form or electronic means it shall be confirmed by such means by the end of the third business day except where the Temporary Worker is being offered an Assignment in the same position as one 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 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wished 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.
- 3.5 The Client will be solely responsible for allocating work to the Temporary Worker and for supervising the execution of the Works by the Temporary Worker. Since the Employment Business is not entitled to and does not in practice seek to exercise supervision, direction or control as to the manner in which the Work is executed the Temporary Worker will be exclusively liable to the Client for any claim, loss damage, cost or expense incurred by the Client or arising otherwise in connection with any act or omission or neglect on your part in executing the work.

4. REMUNERATION

- 4.1 For **Warehouse Operatives (order pickers)** the Employment Business shall pay to the Temporary Worker remuneration calculated at the minimum hourly rate of **£6.00** being the minimum rate of remuneration that the Employment Business 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 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.
- 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 stated.
- 4.3 The Rate will be calculated on the reasonable expectation that the Temporary Worker completes any work allocated by the Client within the period for completion estimated by the Client by working during the Clients normal business hours.
- 4.4 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.
- 4.5 During the initial 6 month period of work under contract to Nisa Today's, through the Employment Business, the Employment Business will be responsible for the provision to the individual of accommodation which will be subject to a weekly deduction of £50.00 from net pay to contribute towards the cost of: Accommodation, Council Tax, Utility bills (Gas, Electricity & Water), but excludes telephone costs and T.V. Licenses.
- 4.5.1 Should the individual continue to work for Nisa Today's beyond the initial 6 month period they may be required to vacate the accommodation and obtain alternative accommodation at their own cost.
- 4.5.2 Home Office Registration Fees of £70 will be paid by Meridian and charged to the Temporary Worker at £10 per week for 7 weeks starting from the first weekly salary.

5. STATUTORY LEAVE

- 5.1 For the purpose of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998 under this clause, the leave year commences on 1st January. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4 weeks paid leave per year. 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.

- 5.2 Where the Temporary Worker wishes to take any paid leave during the course of an Assignment he should notify the Employment Business on the paid leave request form of the dates on his intended absence. In order to take paid leave, where the period of paid leave requested is between 1 – 7 days, the Paid Leave Request Form must be received by the Employment Business at least twice as many days in advance as the amount of paid leave days requested; where the period of leave requested is at the end of the Temporary Worker's leave year, the Paid Leave Request Form must be received by the Employment Business at least 30 days prior to the first day of intended leave.
- 5.3 Entitlement to paid leave accrues in proportion to the amount of time worked continuously by the temporary worker on Assignment during the leave year. 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. The payment in respect of the entitlement to paid leave may be paid together with and in addition to the hourly rate.
- 5.4 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.
- 5.5 Where a Bank holiday or other public holiday falls within their normal working week this will be paid at the client's discretion (Nisa Today's). When a worker is not working a Bank holiday no payment will be due.
- 5.6 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with Clause 5.3 above.
- 5.7 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as self-employed worker.

6. SICKNESS ABSENCE

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria and that a certified doctor's certificate is produced to the Employment Business.
- 6.2 Payment will only be made for the remainder of the current assignment that the Temporary Worker is unable to complete due to sickness.

7. TIMESHEETS

- 7.1 The Temporary Worker will deliver to the Employment Business timesheets or invoices as the case may be on a weekly basis. These must be to indicate the number of hours worked during the preceding week and signed by an authorized representative of the Client.
- 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 timesheet 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 Worker's working time shall only consist of these periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent traveling 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 During every Assignment and afterwards the Temporary Worker where appropriate, will:
- Co-operate with the Clients reasonable instructions and accept the direction, supervision and control of any reasonable person in the Client's organization;
 - Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
 - Take all reasonable steps to safeguard his or her own health & safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health & Safety policies and procedures of the Client;
 - Not engage in any conduct detrimental to the interests of the Client;
 - 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's 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.
- 8.3 If, either before of 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 If the Temporary Worker shall fail to proceed with any Assignment allocated with the degree of technical and professional skill as was anticipated by the Employment Business in agreeing the Rate, or if the Temporary Worker shall be guilty of any criminal offence, gross default or other misconduct in connection with or affecting any such work, then the Employment Business may give notice terminating the use of the Temporary Worker's service forthwith.
- 9.2 Subject to clause 9.1 above the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice or liability.
- 9.3 Outside of paragraph 9.1 the Client may during the initial 6 months terminate the Assignment at any time without prior notice or liability.
- 9.4 If the Temporary Worker does not inform the Client or the Employment Business (in accordance with clause 9.2) should they be unable to attend work during the course of an Assignment, this will be treated as termination of the Assignment unless the Temporary Worker can show that exceptional circumstances prevented him.
- 9.5 Upon any such termination as aforesaid the Employment Business shall be liable only for any Fees payable hereunder up to the termination.
- 9.5 If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period or three weeks, the Employment Business will forward his P45 to his last known address.

10. CONFIDENTIALITY

- 10.1 In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor on its own part and on behalf of its servants, agents or employees agrees as follows:
- 10.2 Not at any time whether during or after an Assignment shall not disclose to any person or to make use of any of the trade secrets or other confidential information relating to the business of the Employment Business or the Client unless such disclosure is made with the previous authority of the owner of such information.
- 10.2 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

11. MISCELLANEOUS

- 11.1 Any notices required or permitted to be given hereunder shall be in writing addressed to the other party at his registered office or principal place of business or such other address as may from time to time be notified pursuant to these provisions to the party giving notice.
- 11.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

- 11.3 These Terms shall survive repudiation accepted or other termination of the Contract.
- 11.4 Nothing herein contained shall constitute the relationship of the Master and Servant partnership between the Employment Business and the Contractor (or any of its employees) engaged on the Works or between the Client and the Contractor (or any such employee).
- 11.5 The Contractor shall not sub-contract or assign the contract or any part of it whatsoever to any Employment Business partnership or individual and the Works will be performed by the individual named overleaf (where specified) unless otherwise agreed in writing by the Employment Business.
- 11.6 These Terms should be signed and sent back to the Employment Business. If they have not been received within 12 days it will be deemed as acceptance.

12 LAW

- 12.1 These Terms are governed by the Law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

Signed by the Temporary Worker / Contractor

Date:

Signed on the behalf of the Employment Business

Date: