



## TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

### 1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:-

**“Actual Rate of Pay” means, unless and until the Temporary Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions**

“Actual QP Rate of Pay” means the rate of pay which might become payable to the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deduction and any Agreed Deduction.

“Agency Workers Regulations” means the Agency Workers Regulations 2010;

“Agreed Deductions” means any deduction the Temporary Worker has agreed can be made from their pay:

“Assignment” means assignment services to be performed by the Temporary Worker is supplied which the Temporary Worker is supplied by the Employment business which is Enhance Wellbeing Healthcare Ltd to work temporarily for and under the supervision and direction of the Hirer;

“Calendar Week” means any period of 7 days starting with the same day as the first day of the First Assignment:

“Client” means the person, firm or corporate body requiring the service of the Temporary Worker together

with any subsidiary or associated company as defined by the Companies Act 1985:

“Conduct Regulation” means the Conduct of Employment Agencies and Employment Businesses Regulation 2003:

“Data Protection Laws” means the Data Protection act 1998, any applicable statutory or regulations in force from time to time relating to the protection and transfer of personal data:

“Deductions” means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions:

“Emoluments” means any pay in addition to the Actual QP Rate of Pay;

“Employment business” means Enhance Wellbeing Healthcare Ltd

“Engagement” means the engagement, employment or use of the Temporary Worker by the Hirer or any third party to whom the Temporary Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Temporary Worker is an agency, license, franchise or partnership arrangement, or any other engagement: and “Engage”, “Engages” and shall be construed accordingly:

“First Assignment” means;

- (a) The relevant Assignment: or
- (b) If, prior to the relevant Assignment:
  - i. The Temporary Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Temporary Worker works in the relevant Assignment: and:
  - ii. The relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Temporary Worker is supplied by one or more Temporary Worker Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer)

“Hirer” means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to

whom the Temporary worker is supplied or introduced;

“Hirer’s Group” means (a) any individual company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any companies, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006

“Period of Extended Hire” means any additional period that the Hirer Wishes the Temporary Worker to be supplied for beyond the duration of the contract.

The original Assignment or as an alternative to Paying a Transfer Fee.

“Qualifying Period” means 12 continuous Calendar Weeks (as defined by the Agency Workers Regulations) during the whole or part of which the Temporary Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in our Policies and Procedures

“Relevant Period” means (a) the period of 8 weeks commencing on the day after the last day on which the Temporary Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business or 14 weeks from the first day of the most recent assignment where there has been a break of more than 4 weeks (42) since any previous assignment;

“Temporary Work Agency” means as defined in Regulation 4 of the Agency Workers Regulation and which broadly mean a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of;

(A) Supplying individuals to work temporary for and under the supervision and direction of hirers; or

(b) paying for, or receiving or forwarding payment for, the service of individuals who are supplied to work temporarily for and under the supervision and direction of hirer, as defined in the Schedule to these Terms;

Temporary Worker/ Agency Worker means, healthcare assistant or other temporary worker who agrees to and is provided with a copy of these Terms of Engagement;

Terms means these terms of engagement

Transfer Fee means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7;

Working Time Regulations means the Working Time Regulations 1998

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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 service between the Employment Business and the Temporary Worker and govern all Assignment undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2 During an Assignment the Temporary Worker will be engaged on a contract for services by the Employment Business on these Terms, for the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business although the Employment Business is required to make the deductions from the Temporary Worker’s pay in accordance with clause 4.1. These Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker and Hirer. The Temporary Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Temporary Worker rights in addition to those provided by statute except where expressly stated.

2.3 No variation or alteration of these Terms shall be valid unless approved by a director of the Employment Business in writing.

2.4 The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Business Agencies Act 1973) when introducing or supplying the Temporary Worker for Assignments with its Hirer

## 3. ASSIGNMENTS

3.1 The Employment business (which may vary from Assignment to Assignment) will endeavour to obtain suitable Assignments for the Temporary Worker on his application forms. Provision of work finding services is not conditional on use of any of the Employment Business chargeable services.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Temporary Worker further agrees that suitability shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Temporary Worker if it fails to offer opportunities to work.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall provide the Temporary Worker with the following information.

3.3.1. The identity of the Hirer, and if applicable the nature of their business;

3.3.2. The date the Assignment is to commence and the duration of Assignment;

3.3.3. The Type of Work, location and hours during which the Agency Worker would be required to work;

3.3.4. The Hourly rate that will be paid (subject to deductions) and any expenses payable by or to the Temporary Worker;

3.3.5. Any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks, and,

3.3.6. What experience, training, qualifications and any authorisation required by law to work in the Assignment.

3.4 For the purpose of calculating the average number of weekly hours worked by Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulation shall be the date on which the Temporary Worker commences the first Assignment.

3.5 The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.

3.6 The Temporary Worker may not under any circumstances introduce any other person to supply services in place of the Temporary Worker.

3.7. If during the course of an Assignment or within certain periods after the end of an Assignment or after an introduction where no assignment took place the Client wishes to employ the Temporary Worker direct (or assist another body to employ the Temporary Worker direct), the Temporary Worker acknowledges that under certain circumstances the Employment Business will be entitled either to charge the Client an introduction fee or a period of extended hire.

3.8. If the temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Temporary Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest period and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulation, any such terms and conditions will be as set out in writing once determined (as appropriate).

3.9 If the Temporary Worker considers that he has not or may not have received equal treatment under the Agency Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his concerns. This should be emailed to

info@ Enhance Wellbeing Healthcare.co.uk

#### 4. REMUNERATION

4.1 Unless and until the Temporary Worker completes the Qualifying Period then depending on which Employment Business arranges the relevant Assignment then unless otherwise agreed the Employment Business shall pay to the Temporary Worker the Actual Rate of Pay, being remuneration calculated at the hourly rate or as otherwise advised to the Temporary Worker at the time of booking the Assignment or subsequently. Where the Employment Business' pay rate schedules indicate a range of hourly rates (the lower end of the range being the minimum hourly rate payable) the Employment Business will decide on the rate according to a range of factors. The actual rate will be notified on a per Assignment basis (the Temporary Worker must check with the Employment Business the agreed rate) for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears for all work satisfactorily performed, subject to PAYE, National Insurance and any other deductions which the Employment Business may be required by the law to make. Payment of remuneration to the Temporary Worker is not contingent upon the Employment business being paid by the Client.

4.2. If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Temporary Worker the greater of the Actual Rate of Pay ,or, the Actual Rate of Pay plus the amount by which the QP Rate of Pay plus the amount by which shall also be added the Actual Rate Of Pay, to which shall also be added the Emoluments(if any)which will be notified on a per Assignment basis and as set out in writing once determined to the Temporary Worker.

4.3. 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.

## 5. STATUTORY LEAVE

5.1 For the purpose of calculating entitlement to paid annual leave pursuant to Working Time Regulations, the leave years commences on 1 April annually.

5.2 Under the Working Time Regulation, the Temporary Worker is entitled to 5, 6 weeks per year of annual leave as a statutory minimum. All entitlement to earned 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 claimed and taken within the Leave Year.

5.3. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignments during the leave year and is calculated according to the previous 12 weeks worked. Four weeks' notice of a requirement for statutory leave must be provided by the Temporary Worker.

5.4 Under the Agency Workers Regulations, on completion of the Qualifying Period the Temporary Worker may be entitled to pay and/or unpaid annual leave in addition to the Temporary Worker's entitlement to paid annual leave in addition to the Temporary Worker's entitlement to paid annual leave under the Working Time Regulation and in accordance with clauses 5.2 and 5.3. If this is the case, any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in writing.

5.5. 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 his total holiday entitlement in each month of his leave year. Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Employment Business in writing of the dates of his intended absence. The Employment Business requires four week's written notice of intention to take holiday. This is to be sent to the holiday manager in the payroll department.

5.6. None of the provision of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

5.7. Temporary Workers who provide their services via an intermediary organisation or on a self-employed basis are not entitled to holiday pay.

5.8 No person shall be able to work for the Employment Business whilst on annual leave

## 6. SICKNESS ABSENCE

6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria including the timely provision of evidence of incapacity to work.

## 7. TIMESHEETS

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 a week) the Temporary Worker shall deliver to the Employment Business a time sheet for the specific Employment Business 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 failure to submit a time sheet for hours worked may delay payment for those hours. Failure to cooperate. In the Employment Business timesheet process may constitute a breach of this contract for which damages might be claimed.

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 Hirer 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 Hirer has refuse 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. 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 Regulation, the Temporary Worker's working time shall only consist of those periods during which he is carrying out activities or duties for the Client as part of those periods during which he is carrying out activities or duties for the Client as part of the Assignment, Time spent travelling to the Client's premise, lunch 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 Enhance Wellbeing Healthcare Ltd but if he does so, during every Assignment and afterwards where appropriate, he will;-

a) Co-operate with the Client and/or the Client's staff, accept reasonable instruction and accept reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's home or organisation;

b) be present at such times as may be stipulated by the Client and unless arrangements have been made to the contrary, to conform to the normal hours of work agreed at the premises where the assignment is to be carried out;

c) Observe any relevant policies, rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which attention has been drawn or which the Temporary Worker might reasonably be expected to certain;

d) take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and that of any other person who may be present or be affected by his action on the Assignment and comply with the Health and Safety policies and procedures of the Client and the Employment Business;

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

f) not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business employees, business affairs, transactions or finance;

g) Act in a professional and courteous manner;

h) Be responsible for the provision of a uniform and any necessary equipment;

i) Co-operate with the Employment Business' staff and accept their direction, supervision and control.

8.2. If the Temporary Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request the Temporary Worker undertakes to:

8.2.1 inform the Employment Business in writing of any Calendar Weeks between 1 October 2018 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in Which the Temporary Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Temporary Worker believes count or may count toward the Qualifying Period;

8.2.2. Provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and

8.2.3. inform the Employment Business if, since 1 October 2018, he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment;

8.2.3.1 Completed at least one assignment with the Hirer;

8.2.3.2. Completed at least one assignment with the Hirer and one or more earlier assignment with any member of the Hirer's Group: and/or

8.2.3.3. Worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

8.3 If the Temporary Worker is unable to attend work during the course of an Assignment he should inform the Client and the Enhance Wellbeing Healthcare Ltd by no later than 7.00am on the first day of absence to enable alternative arrangement to be made.

8.4. 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 Enhance Wellbeing Healthcare Ltd without delay.

8.5 The Temporary Worker acknowledges that any breach of his obligations set out in this clause may cause the Employment Business to suffer loss and that the Enhance Wellbeing Healthcare Ltd reserves the right to recover such losses from the Temporary Worker.

## 9. TERMINATION and COMMENCEMENT

9.1 Before commencing any assignment the Temporary Worker must provide the Enhance Wellbeing Healthcare Ltd with confirmation that he has not been convicted of or cautioned in relation to any criminal offence, In the event that the Temporary Worker is charged with or cautioned in relation to any criminal offence he must inform the Enhance Wellbeing Healthcare Ltd immediately any provide regular report about the progress of proceedings.

9.2. The Temporary Worker will fully co-operate with the Enhance Wellbeing Healthcare Ltd in relation to any criminal record checks which the Employment Business is required to carry out and with the frequency of such checks.

9.3. Before commencing any assignment the Temporary Worker must inform the Employment Business about any complaint made against him that is relevant to their professional competence, starting or conduct. In the event that the Temporary Worker becomes the subject of a complaint he must inform the Employment Business immediately and provide regular reports about the progress of proceeding.

9.4 The Employment Business Enhance Wellbeing Healthcare Ltd will inform the Temporary Worker about any complaint made against him that is relevant to his/her professional competence or conduct.

9.5. Where the Temporary Worker wishes to raise any complaint about any matter, he/she should do so in accordance with the employment procedure.

9.6. Unless otherwise agreed the Enhance Wellbeing Healthcare Ltd or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.

9.7 Unless otherwise agreed the Temporary Worker may terminate an Assignment at any time without prior notice or liability.

9.8 If the Temporary Worker does not inform the client o Enhance Wellbeing Healthcare Ltd r 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 unless the Temporary Worker can shoe that exceptional

circumstance prevented informing the Employment Business of the absence.

9.9 If the Temporary Worker is absent during the course of a Assignment and the contract has not been otherwise terminated the Employment Business will be entitled to terminate the contract in accordance with clause 9.6 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

## 10. SPECIAL PROVISIONS

10.1 The Temporary Worker must provide the Employment Business with all requested proof of qualifications, references, recent photographs(for identification purpose) access to health records and medical registrations as may be requested in order for the Employment Business to satisfy itself that the Temporary Worker is fit to be supplied to Client. The Temporary Worker accepts that the Employment Business is or may be required to handle/process this (and other personal information as reasonably requested from time to time) and any need to share such information with its agents or third parties as information with its agents or third parties as part of performing its duties. The Temporary Worker recognise such obligation on the Employment Business and hereby consents to the handling, processing and divulging (whether in the UK, EuropeanUnion or elsewhere) of such information as may be necessary for the Employment Worker (or its agents) to perform its duties.

10.2 The Temporary worker consents to the Employment Business, any other intermediary involved in supplying the services of the Temporary Worker to the Hirer (now or in the future), and the Hirer;

10.2.1 Processing his personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and

10.2.2 Exporting and/or processing his personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

10.3 In the situation where the Temporary Worker is a qualified professional, the professional should ensure that their professional registration remains active at all times and that they comply with their professional body's Code of Conduct during every Assignment. In the situation where the Temporary Worker is a Healthcare Assistant without relevant National Vocational Qualification, the Healthcare Assistant shall register for

the relevant NVQ within the first six months of commencing an Assignment with the Employment Business and shall complete the qualification within three years. In all cases Temporary Workers with professional qualifications and who rely thereon for work must ensure full and current compliance with the appropriate professional requirement.

10.4 The Temporary Worker is required to effect professional indemnity cover whilst on assignment.

10.5 The Temporary Worker should advise the Employment Business immediately if offered any employment or engagement by the Client or any third party to whom he is introduced by the Client and also requested to provide details to the Employment Business of any remuneration offered.

10.6 The Temporary Worker is required to advise the Enhance Wellbeing Healthcare Ltd of any change in state of health that could impact upon ability to carry out Assignments or his eligibility for Assignments.

10.7 The Temporary Worker must follow and co-operate fully with the formal induction procedure of the Employment Business and undertake any training specified by the Enhance Wellbeing Healthcare Ltd or its hirers.

10.8 Throughout each Assignment, the Temporary Worker must comply with the Employment Business policies and/or procedures:

10.8.1. on standards of conduct and all organisational matters as set out in the Employment Business handbook;

10.8.2. on the safe handling of client money and property. In addition the Temporary Worker hereby agrees not to be involved in assisting in the making of or benefiting from the Will or Codicil of any patient whom the Temporary Worker is supplied by the Employment Business to assist, nor will the Agency Worker become involved in any other legal documentation concerning the Client's affair;

10.8.3 in relation to the entry and departure from Client's home;

10.8.4 Which apply in the event of a non-response from the Client at the premises where the Assignment is to be performed or in the event of any accident or other emergency at the premises;

10.8.5 regarding the detailed records which the Agency Worker is required to maintain during an Assignment which shall be advised to the Agency Worker; and

10.8.6 Which concern the Administration of or assistance with medication (including all record keeping requirements) and which will also identify the limits to assistance and the tasks which may not be undertaken without specialist training.

10.9 At all times during an Assignment, the Temporary Worker shall wear an identification badge, which shall provide details of his/her name, which identifies the Employment Agency and which features a contemporary photograph of the Temporary Worker.

10.10 Where the Assignment takes place in the Client's home, the Temporary Worker shall ensure that any equipment used is in a safe condition.

The Temporary Worker shall ensure that any necessary inspections of such equipment have taken place on time and, where necessary, the Temporary Worker shall notify any organisation supplying the said equipment that an inspection is required.

10.11 The Temporary Worker recognises the Employment Business' obligation under the Conduct of Employment of Employment Agencies and Employment Business Regulation 2003(the Regulation) and hereby agrees to disclosure of personal information about the Employment Business to comply with the Regulation.

10.12 Enhance Wellbeing Healthcare Ltd is able to offer Assignment once the Temporary Worker has cleared for work.

## 11 LAW

These Terms are governed by the law of England & Wales where the service is delivered in England and Wales and is the subject to the exclusive jurisdiction of the Courts of England & Wales.

Where the service is delivered in Scotland or Northern Ireland and is the subject to the exclusive jurisdiction of the Courts of Scotland or Northern Ireland and is subject to the exclusive jurisdiction of the Courts of Scotland and Northern Ireland.

## TERMS AND CONDITION OF EMPLOYMENT FOR TEMPORARY WORKERS

I confirm that I have read, understood and will comply with these terms and conditions

Signed.....

Date.....

Print name.....

