
GLOBAL EMPLOYMENT BUREAU LTD

AGENCY WORKER CONTRACT FOR SERVICES

Between:

Global Employment Bureau Ltd, C/o Clipper Logistics, 20 Osyth Close, Brackmills Industrial Estate, Northampton, NN4 7DY (hereinafter referred to as the "company" or the "employment business") and hereinafter referred to as the "agency worker" or "you").

Nature of Engagement

The company will act as an employment business in respect of this agreement and will endeavour to find driving assignments for you.

The Employment Agencies Act 1973 prohibits the employment business from charging you a fee in respect of this work finding service.

The employment business does not provide any other goods or services in respect of which you may be charged a fee.

Work assignments will be offered to you on an "ad hoc" basis as and when the employment business matches you with suitable clients. You are free to accept or decline such assignments. You are not guaranteed continuous work and we are under no obligation to offer you further assignments. No contract shall exist between the employment business and yourself in periods between agreed work assignments.

Although you are free to engage in other work, if you already have or are considering any additional work, you should notify the employment business so that any implications arising from the current working time legislation can be discussed.

For the avoidance of doubt, you are engaged as a self-employed worker. This contract for services and any attachments or particular assignment schedules do not therefore constitute a contract of employment between you and the employment business.

Assignments may be offered to you on an hourly, daily, weekly, or other basis. Attendance at work assignments will be in accordance with the assignment schedule for that particular assignment. When you have agreed to attend a work assignment and are unable to do so, you are required to notify **(insert name and phone number of the person to contact)** immediately.

Notification requirements to end an assignment

The employment business may end an agreed period of work at any time without prior notice or liability. You may terminate an agreed period of work at any time by immediately informing the employment business.

Payment

The employment business reasonably expects to achieve a minimum of £.....per for you. However, your actual payment in respect of any particular assignment may be more or less than the above amount and you will be notified of the applicable rate when you are offered any particular assignment.

You will become entitled to equal treatment under the Agency Workers Regulations 2010 with regard to pay after you have accrued 12 weeks in a particular role with a client organisation. Where this is the case, you will be advised separately of the relevant rate at the appropriate time. Please note that equal treatment does not relate to all aspects of pay.

You will be paid in respect of work done regardless of whether or not the employment business receives payment from the client to whom you are assigned.

Payment will be made weekly in arrears by bank credit transfer following submission of a properly completed time sheet. Statutory deductions such as income tax and NI contributions will be made from the payments.

You must ensure that your timesheet is signed by an authorised representative of the client and the completed timesheet must be received by the employment business by 10.00 am each Monday. Non-submission or incorrectly completed documentation may result in delayed payment. Any queries regarding payment should be raised with a Director.

Absence

Any absence, for whatever reason, whilst on an agreed assignment must be reported at the earliest opportunity on the day in question to enable alternative arrangements to be made. Notification should be made personally to a Director.

We do not operate a contractual sickness/injury payment scheme for agency workers however you may be eligible for statutory sick pay provided that you meet the relevant statutory criteria.

Statutory Annual Leave

Your leave year commences on 1st January.

You are entitled to paid annual leave in accordance with the relevant statutory provisions. For part years of service, entitlement will be calculated on a pro rata basis.

You will become entitled to equal treatment in relation to annual leave entitlement under the Agency Workers Regulations 2010 after you have accrued 12 weeks in a particular role with a client organisation. Where this is the case, you will be advised separately of the relevant entitlement at the appropriate time.

You will not be entitled to any payment for bank holidays or public holidays unless you are actually required to work them or they are taken as part of your statutory annual leave.

Payment in respect of statutory annual leave will be in accordance with the Working Time Regulations, and will be based on your average earnings over the previous 12 weeks. In the event of the termination of your contract any annual leave accrued but not taken will be paid in lieu. However, in the event of your having taken more paid leave than you have accrued pro-rata, then the appropriate payments will be deducted from your final payment. This is an express written term of your contract for services.

Health & Safety at Work

Under Health and Safety legislation each individual has a legal responsibility for their own welfare and for the health and safety of others. You must take all reasonable steps to safeguard your own safety and the safety of any other person who may be present and comply with the health and safety policies of any client to whom you are assigned.

Standards

You are under no obligation to accept an offer of an assignment, but if you do so, you agree, during every assignment and afterwards as appropriate, to observe the following conditions:

1. On attending a client's establishment, you will observe any specific instructions given regarding standards of dress. Where no specific instructions have been given, you should present a professional image and wear clothes appropriate to the responsibilities of your assignment.
 2. You will familiarise yourself with and observe any rules and regulations of the client's establishment, particularly with regard to use of any computer equipment, client telephones and personal mobile phones.
-
-

-
-
3. You will not engage in any conduct detrimental to the interests of the client or the employment business.
 4. You will co-operate with the client's staff and accept the direction, instruction and supervision of any responsible person in the client's establishment.
 5. You will not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the client's or the employment business' transactions, finances, customers, employees or business affairs.

Equal Opportunities

The employment business is committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability. Policies will be applied that are fair, equitable and consistent with skills and abilities. You have a duty to support the employment business in implementing these policies to ensure equality of opportunity.

Complaining about Discrimination or Harassment

If you believe you are the victim of minor discrimination or harassment you should first make it clear to the discriminator/harasser that their behaviour is unwelcome and politely ask them to stop. If you feel unable to do this, or if this approach fails, or if the discrimination/harassment is more serious, you should discuss the matter with a senior employee of the employment business, who will endeavour to resolve the situation on your behalf.

If you agree to accept the above conditions, please sign and date both copies of this contract for services (retaining one for your own reference) and return one copy to a Director.

Yours sincerely

_____ For and on behalf of the employment business.

I have read and understand the conditions relating to this work engagement and agree to my personal details being retained by the employment business for the purpose of matching me with suitable clients and contacting me with offers of ad hoc work assignments. I understand that this engagement, and any future work assignments will not indicate an employment relationship between the employment business and myself.

Signature: Agency Worker Date:

Print Name:

EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

1. The employment business recognises that discrimination is unacceptable. Equality of opportunity is a feature of our practices and procedures and we operate a formal equal opportunities policy. Breaches of the policy will lead to investigation and, if appropriate, further action.
2. The aim of the policy is to ensure that agency workers are not discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
3. The employment business will ensure that the policy will be made available for all agency workers and made known to all applicants for work.
4. The policy will be communicated to all clients reminding them of their responsibilities towards equality of opportunity.
5. Whilst the employment business has no direct control over your place of work, we will endeavour to ensure that a neutral working environment is maintained, in which no agency worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

1. The employment business will endeavour, through appropriate training, to ensure that employees making recruitment and assignment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
 2. A consistent and non-discriminatory approach will be taken to any advertising of vacancies.
 3. Recruitment will not be confined to areas or media sources that provide only, or mainly, applicants of a particular group.
 4. All applicants who apply for work will receive fair treatment and will be considered solely on their ability to do the work.
 5. All employees involved in the recruitment, selection and assignment process will periodically review their selection criteria to ensure that they are related work requirements and do not unlawfully discriminate.
 6. Interview questions will be related to the requirements of the work and will not be of a discriminatory nature.
 7. The employment business will not disqualify any agency worker because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the type of work assignments being sought.
 8. Selection decisions will not be influenced by any perceived prejudices of other staff.
-
-