

THIS AGREEMENT is made on ..... [DATE]



BETWEEN:

(1) **Templine Employment Agency Ltd t/a Siamo Recruitment** an Employment Business, incorporated and registered in England and Wales with company number 2186417 whose registered office is at Unit 6250, Bishops Court, Solihull Parkway, Birmingham Business Park, Birmingham, B37 7YB (the "**Company**"); and

(2) ..... (name)

Of ..... (address)

National Insurance Number : ..... (the "**Employee**")

This Agreement includes a statement of the Employee's main terms and conditions of employment in accordance with the Employment Rights Act 1996.

## AGREED TERMS

### 1 Interpretation

1.1 The definitions and rules of interpretation in this clause 1.1 apply in this agreement:

<b>Assignment</b>	the period during which you work for a Client at the direction of the Company;
<b>Client</b>	the person, firm, company or organization for whom or which you agree with the Company to work;
<b>Commencement Date</b>	the date of commencement of your first Assignment;
<b>Employment</b>	the employment of the Employee by the Company on the terms of this Agreement;
<b>Line Manager</b>	the individual of the Client or the Company to whom you are instructed to directly report during an Assignment;
<b>WTR</b>	the Working Time Regulations 1998.

### 2 Term of Employment

- 2.1 The Employment shall commence on the Commencement Date which shall be the date of commencement of your period of continuous employment. No period of employment with a previous employer counts towards your continuous employment with the Company.
- 2.2 The first 3 (three) months of the Employment will constitute a probationary period during which the Company reserves the right to terminate the Employment if your performance is not deemed satisfactory by the Company (at its absolute discretion). The Company may extend the probationary period for further periods not exceeding 6 (six) months in total.
- 2.3 By signing this Agreement you warrant that you are entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if you cease to be so entitled during the Employment. You further warrant that you have provided the Company with such documentation as is requested by the Company to confirm your entitlement to work in the United Kingdom.

### 3 Role and Hours of Work

- 3.1 You are employed to provide such services to any Client as may be required by the Company from time to time.
- 3.2 During the Employment, the Company will use its reasonable endeavors to allocate you such Assignments as are reasonable and suitable with reference to your relevant skills and experience.

Type of work: .....

- 3.3 The Company guarantees that it will offer you Assignments requiring you to work in aggregate at a rate of a minimum of 336 (three hundred and thirty six) hours' work in the period of 12 (twelve) calendar months calculated from the Commencement Date (**the "First Year"**) (**"the Minimum Entitlement"**). If, for whatever reason, the Company is not able to offer you the Minimum Entitlement on Assignments during the First Year and in respect of each subsequent 12 month period thereafter (each "**Relevant Period**"), you will be paid as if you had worked the Minimum Entitlement in respect of the Relevant Period. For the avoidance of doubt, there is no entitlement to any minimum number of hours of work in any period of less than 12 (twelve) calendar months and the entitlement to be paid in lieu of the Minimum Entitlement comes into effect after you have been employed for 12 (twelve) months (where the Company has not provided you with the Minimum Entitlement in that 12 (twelve) month period).
- 3.4 If the Company offers you an Assignment, which you refuse or cannot undertake, the Assignment will count towards the Minimum Entitlement and any pay in lieu of the Minimum Entitlement due to you, if any, after a Relevant Period will be reduced accordingly.
- 3.5 You have no normal hours of work. Your hours will vary according to the needs of the Clients. The Company is under no obligation on to provide you with work over and above the Minimum Entitlement. You acknowledge that there may be periods when no work is available for you.
- 3.6 If the Company offers you an Assignment you are obliged to accept it, unless you are unable to undertake the Assignment due to sickness or injury, or because you have pre-booked annual leave. Refusal of an Assignment which is found to be an unreasonable refusal may be treated as gross misconduct and you may be dismissed without notice or payment in lieu of notice.
- 3.7 You may terminate an Assignment by giving the Company 1 (one) week's notice in writing. The Company may terminate an Assignment at any time with immediate effect, or may transfer you to a new Assignment prior to your completion of an existing Assignment. The termination of an Assignment does not constitute termination of the Employment and will not affect your continuous employment with the Company. However, failure to give sufficient notice to terminate an Assignment will be treated as gross misconduct.

- 3.8 Where you have accepted an Assignment, you will be entitled to breaks in accordance with the policies and procedures of the Client.
- 3.9 For the purposes of the WTR, you agree that the 48 (forty eight) hour weekly working time limit shall not apply to the Employment. You may withdraw your agreement to this exclusion by signing the 48 hour opt-out sheet attached.

#### **4 Place of Work**

- 4.1 You have no normal place of work. Your place of work will vary for each Assignment and is likely to be at the relevant Client's premises. We will endeavor to provide assignments within a reasonable travelling distance.
- 4.2 You may be required to travel during an Assignment on the instructions of the Line Manager. You agree to travel on the Client's business anywhere in the UK as may be reasonably required for the proper performance of your duties.
- 4.3 It is not envisaged that you will be required to work outside the UK.

#### **5 Salary**

- 5.1 Over and above the Minimum Entitlement, you will only be paid for hours that you work. Your rate of pay may vary for different Assignments but will not be less than the applicable rate of National Minimum Wage. At the beginning of each Assignment you will be informed in writing of the rate of pay and overtime rates (if any) applicable to that particular Assignment. You will be paid weekly in arrears on the basis of the number of hours worked in the preceding week, directly into your bank account.
- 5.2 Subject to clause 5.3 you will be paid for all hours worked regardless of whether the Company has received payment from the Client for those hours.
- 5.3 Where you fail to submit a properly authenticated time sheet or incorrectly clock in or out, the Company shall, in a timely fashion, conduct further investigations into the hours claimed by you and the reasons that the Client has refused to sign a timesheet 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.
- 5.4 For the purpose of Part II of the Employment Rights Act 1996, you authorize the Company to deduct from your salary any sums due from you to the Company including, without limitation, any over payments, loans or advances made to you by the Company, the cost of repairing any damage or loss to the Company's or the Client's property caused by you, any losses suffered by the Company as a result of any negligence or breach of duty by you, and any sums due under clause 9.6.

#### **6 Obligations during Assignments**

- 6.1 During the period of any Assignment (other than whilst you are on authorized leave or sickness absence) you agree to:
- 6.1.1 devote the whole of your time, attention and skill to your duties for the Client under this Agreement and faithfully and diligently perform duties and exercise such powers as may from time to time be reasonably assigned or vested in you by or under the authority of the Client and/or the Line Manager;
- 6.1.2 obey all reasonable and lawful directions of the Line Manager and the Client and use your best endeavors to promote the interests of the Client;
- 6.1.3 comply with the Client's rules, policies and procedures from time to time in force whilst on the Client's premises, including, but not limited to, the Client's health and safety rules.

#### **7 Obligations Between Assignments**

- 7.1 When not on Assignment you are required to contact the Company on a regular basis (and not less than once per week) to confirm your general availability.
- 7.2 If you fail to contact the Company for a period of 6 (six) consecutive weeks you will be treated as though you have resigned your Employment.

#### **8 Qualifications and References**

- 8.1 The Employment is conditional upon you holding and retaining all the educational, vocational, professional and other qualifications which you listed in your application. It is also expected that the examination grades and/or work experience claimed in the application or at interview are accurate.
- 8.2 The Company reserves the right to terminate the Employment without notice in any case where it is discovered that you do not have any of the said qualifications or experience.
- 8.3 The Employment is also conditional upon receipt of satisfactory references. Whilst every effort will be made to obtain all such references as quickly as possible, the Employment may start before some or all of the references are received. If so, it is agreed that the Company may terminate the Employment without notice if any reference falls short of the Company's requirements. The Company's decision is final as to whether your references meet the required standard.

#### **9 Holidays**

- 9.1 You are entitled to the equivalent of 5.6 weeks' holiday during each Holiday Year (including all bank holiday entitlements), calculated on a pro rata basis depending on the number of basic hours that you actually work (this does not include any hours considered to be overtime as per the Working Time Directive). Your holiday entitlement is therefore 12.07% of the normal basic hours (not overtime hours) that you actually work in each Holiday Year.
- 9.2 You will be paid your average normal basic rate of pay during such holidays (at the rate of 7.5 hours per day).
- 9.3 During any Assignment you must obtain the prior approval of the HR Department in accordance with clause 9.4 below and, at the same time as seeking the Company's approval, seek the approval of the Line Manager. Such approvals are to be obtained before you have committed to bookings or any other arrangements.
- 9.4 You must give to the Company 1 (one) week's notice of intention to take holiday. The Company reserves the right not to agree to the taking of holiday at any particular time. The Company undertakes however to consider holiday applications sympathetically as possible within its normal operating requirements.
- 9.5 The holiday year is the calendar year from 1 January to 31 December in any given year (the "Holiday Year"). You will not be permitted to carry over unused holiday entitlement into a following Holiday Year except with the express written consent of the Company. You will not be entitled to payment for any unused holiday entitlement other than as set out at clauses 9.7.
- 9.6 You may not take as holiday more than 10 (ten) working days consecutively out of your entitlement without the prior written consent of the HR Department and the Line Manager.
- 9.7 If the Employment is terminated, in circumstances when you have any outstanding holiday entitlement, payment must be requested in writing within 6 weeks of termination. If the Employment is terminated in circumstances when you have taken more than the accumulated holiday entitlement for the current Holiday Year then a sum equivalent to wages for the additional holiday taken will be deducted from any final payment to you and the balance will be paid to you.
- 9.8 The Company may require you to take any outstanding holiday entitlement during your notice period.
- 9.9 The Company reserves the right to ask you to take annual leave at times convenient to its business and that of its Clients.

## **10 Sickness absence**

- 10.1 If you have accepted an Assignment but are unable to work the hours agreed as a result of illness or injury, you should contact both the Line Manager and the Siamo Contract / Branch Manager by telephone as soon as possible on the first day of absence and at least one hour prior to your shift starting.
- 10.2 In all cases of absence due to sickness once you have accepted an Assignment, a self-certification form, which is available from the HR Department, must be completed on your return to work and supplied to the HR Department.
- 10.3 A medical certificate signed by your doctor as to the reason for the absence must be handed or sent to the HR Department if you are absent for any period of 7 (seven) consecutive days or more. A new medical certificate should be sent thereafter covering all periods of absence.
- 10.4 You agree that at any time during the Employment you will consent, if required by the Company, to a medical examination by a medical practitioner appointed by the Company at its expense and shall authorize such medical practitioner to disclose to and discuss with the Company the results of any such medical examination.
- 10.5 If you have accepted an Assignment but are unable to work the hours agreed due to illness or injury, the Company will pay Statutory Sick Pay (SSP) (subject to the provisions of the relevant legislation) for those agreed hours (provided that you satisfy the relevant requirements).
- 10.6 False reporting of sickness absence will be treated as gross misconduct and may result in your dismissal.

## **11 Pensions and other benefits**

- 11.1 Eligible employees will be automatically enrolled in a workplace pension scheme in line with Government guidelines and regulations
- 11.2 A contracting-out certificate pursuant to the Pension Schemes Act 1993 is not in force.

## **12 Termination of Employment**

- 12.1 Following satisfactory completion of the probationary period, (see clause 2 above) the notice required by both you and the Company to terminate the Employment will be:
  - 12.1.1 Immediate notice where you have been continuously employed for less than 1 (one) month;
  - 12.1.2 1 (one) weeks' notice where you have been continuously employed for more than one month but less than 2 (two) years; and
  - 12.1.2 Thereafter 1 (one) weeks' notice for each year of continuous employment, up to a maximum of 12 (twelve) weeks' notice.
- 12.2 If at any time you are unable to accept any Assignment because of ill health accident or otherwise for a period or periods totaling at least 60 (sixty) working days in any period of 12 (twelve) calendar months, or you become incapable by reason of mental disorder of managing and administering your property and affairs, then the Company may in its absolute discretion terminate the Employment by giving you notice to that effect.
- 12.3 Nothing in this statement prevents the Company from terminating the Employment summarily or otherwise in the event of any serious breach by the Employee of the terms of the Employment or in the event of any act of gross misconduct by the Employee.

## **13 Disciplinary and Grievance Procedures**

- 13.1 You are subject to the Company's disciplinary and grievance procedures, which can be found in the Company's Handbook. These procedures do not form part of your contract of employment.
- 13.2 The Company may at any time suspend you for a reasonable period during any period in which the Company is carrying out a disciplinary investigation into any alleged acts or defaults. During any period of suspension, you may not continue to receive wages/salary for the duration of the suspension period.
- 13.3 If you have any issues or concerns about any Assignment, or about any other aspect of the Employment, you should follow the Company's grievance procedure.

## **14 Collective Agreements**

- 14.1 There is no collective agreement which directly affects the Employment.

## **15 Data Protection Act**

- 15.1 For the purposes of the Data Protection Act 1998, you consent to the Company collecting and processing your personal data (which may include sensitive personal data) for the purposes of allocating suitable Assignments and providing services to the Company's clients. You further consent to the Company disclosing personal data (which may include sensitive personal data) to Clients for the purposes of an Assignment or potential Assignment.

## **16 Confidential Information**

- 16.1 You confirm that you shall not (except in the proper performance of your duties or with the express written consent of the Company and the Client) nor at any time (without limit) after the termination of the relevant Assignment (except in compliance with an order of a competent court):
  - 16.1.1 divulge or communicate to any person, company, business entity or other organization;
  - 16.1.1 use for your own purposes or for any purposes other than those of the Client; or
  - 16.1.2 through any failure to exercise due care and diligence, cause any unauthorized disclosure of any trade secrets or confidential information relating to the Client. These restrictions shall cease to apply to any information which shall become available to the public generally, otherwise than through your default.
- 16.2 For the purposes of this clause, **Confidential information** shall include but not be limited to all information (including financial) relating to clients or customers of the Client, financial information relating to the Client, sales systems information, information relating to training programmes and new methods of advertising, and information relating to the Client, its customers or contacts, which you knew or ought to have known to be confidential.

## 17 Client Property

- 17.1 All books, notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by the Employee or otherwise) relating to the business of the Client (and any copies of the same):
- 17.1.1 shall be and remain the property of the Client respectively; and
- 17.1.2 shall be handed over to the Client on demand and in any event on the termination of any Assignment and you shall certify that all such property has been handed over on request by the Company or the Client.

## 18 Monitoring of Communications

- 18.1 During an Assignment you may be able to use the Client's telecoms and computer system (the "Office System") which may provide for communication by various means including telephone, fax, email, voice mail and which may also allow access to the internet.
- 18.2 The Office System must be operated and used strictly in accordance with any policies laid down by the Client from time to time, breach of which will be treated as a serious disciplinary matter by the Company.
- 18.3 In particular, you must not send any emails of a defamatory or abusive nature or which constitutes sexual or any other form of harassment or which are likely to harm the interests and reputation of the Client or the Company, nor access or download any pornographic or other offensive materials.
- 18.4 You agree that the Client may at any time during an Assignment, where the Client in its absolute discretion deems it necessary, to monitor or record your use of the Office System (whether this occurs inside/or outside normal working hours) including without limitation:
- 18.4.1 the time, duration and contents of any communication whatsoever sent by or to you via the Office System;
- 18.4.2 outgoing and incoming calls;
- 18.4.3 your access to and use of the Internet;
- 18.4.4 your access to and use of any computerized information retrieval system operated by the Client;
- and you consents to such monitoring or recording taking place by signing this Agreement.

## 19 Reference

- 19.1 The Company is under no obligation to provide a reference on the Employee's behalf either during the course of the Employment or after the Employee leaves. However, if the Company agrees to give such a reference it shall not, in the absence of malice, be liable to the Employee in respect of any omission from the reference, any error or inaccuracy contained within it or for any unfair or misleading impression created by it.

## 20 Change of Personal Details

- 20.1 You must inform the personnel and payroll departments of any change in your personal circumstances such as next of kin, change of permanent address or change of bank account.

## 21 General

- 21.1 The Company reserves the right to make reasonable changes to this Agreement and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees. Not less than 1 (one) month's written notice will be given before significant changes are made.
- 21.2 The Company may at its sole discretion transfer this Agreement to any Company in the group at any time.
- 21.3 The terms of this Agreement are governed by and construed in accordance with English law.

**Signed for and on behalf of the Company**

.....

**Name:** .....

**Date:** .....

I acknowledge receipt of this Contract of Employment and accept the terms and conditions set out above and agree to be bound by them.

I confirm that I have received a copy/ been informed of the whereabouts of the Flexible Worker Handbook

**Signed by the Employee**

.....

**Name:** .....

**Date:** .....



## Opt-Out of 48 Hour Working Week Agreement

*For use with Contract of Employment*

### 1. DEFINITIONS

1.1. In this Agreement the following definitions apply:-

"Employer"	means Templine Employment Agency Ltd T/A Siamo Recruitment of Bishops Court, Solihull, Parkway, Birmingham Business Park, Birmingham B37 7YB.
"Employee"	means Flexible Worker.
"Working Week"	means an average of 48 hours each week calculated over a 17 week reference period.

1.2. References to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

### 2. RESTRICTION

2.1. The Working Time Regulations 1998 provide that the Employee shall not work in excess of the Working Week unless he agrees in writing that this limit should not apply.

### 3. CONSENT

3.1. The Employee hereby agrees that the Working Week limit shall not apply.

### 4. WITHDRAWAL OF CONSENT

4.1. The Employee may end this Agreement by giving 3 months' notice in writing.

4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as notice of termination by the Employee.

4.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

### 5. THE LAW

5.1. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

6. \_\_\_\_\_  
*Signed by the Employee*

**PRINT** \_\_\_\_\_

**DATE** \_\_\_\_\_