

CTC TERMS OF ENGAGEMENT-UMBRELLA WORKERS

This agreement is between the legal person – (“Complete Tree Care”) who or which carries on business under the name of “Complete Tree Care” at the offices from which this form originates and the undersigned individual (“Temporary Worker”).

1 DEFINITIONS

In this agreement the following definitions apply: –

“**Assignment**” means a job for which the Temporary Worker is supplied by Complete Tree Care to the Client or which is offered to the Temporary Worker by Complete Tree Care.

“**Client**” means the person, firm or corporate body requiring the services of the Temporary Worker.

2 THE CONTRACT

2.1 This contract constitutes a contract for services between Complete Tree Care and the Temporary Worker and governs all Assignments undertaken by the Temporary Worker. However, no contract shall exist between Complete Tree Care and the Temporary Worker between Assignments.

2.2 For the avoidance of doubt, this contract shall not give rise to a contract of employment between Complete Tree Care and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although Complete Tree Care is required to make statutory deductions from the Temporary Worker’s remuneration in accordance with clause 4(a).

2.3 Complete Tree Care will operate as an employment business in relation to the Temporary Worker.

2.4 The type of work which Complete Tree Care will seek to find for the Temporary Worker and the hourly rate will be specified in the Supplementary Conditions to this contract.

2.5 The Temporary Worker’s consent to any such type of work and the hourly rate notified to him by Complete Tree Care shall be confirmed by his commencing to work on that Assignment.

3 ASSIGNMENTS

3.1 Complete Tree Care will endeavour to obtain suitable Assignments for the Temporary Worker, as noted in the Temporary Worker’s application form, but does not undertake to obtain or offer such Assignments.

3.2 The Temporary Worker acknowledges that the nature of the temporary work means that there may be periods when no suitable work is available and agrees that suitability shall be determined solely by Complete Tree Care.

3.3 The Temporary Worker agrees that Complete Tree Care shall incur no liability to the Temporary Worker should it fail to offer opportunities to work.

3.4 The Temporary Worker is not obliged to accept any Assignment offered by Complete Tree Care.

3.5 If the Temporary Worker for whatever reason, fails to attend the client’s place of work when required to do so during the course of an Assignment, the Assignment will automatically terminate forthwith.

3.6 The Temporary Worker warrants that he/she has disclosed all previous employers including any

temporary assignments for the period of 12 weeks prior to the date hereof.

3.7 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 relevant Assignment.

4 REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at an hourly rate. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) 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 agreed.

5 STATUTORY LEAVE

5.1 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 5.6 weeks (28 days) paid leave per year, which may be varied as required to comply with the Agency Worker Regulations 2010. All entitlement to paid 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 For the purposes of calculating entitlement to paid leave, the leave year commences on the date that the Temporary Worker starts an Assignment or a series of Assignments.

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 the payment to which the Temporary Worker is entitled in respect of such paid leave is calculated in accordance with and in proportion to the number of standard hours which he works on Assignments. For the avoidance of doubt, overtime work will not be included in the holiday pay calculations. Temporary workers engaged on shift work will be paid for annual leave at normal day shift rates. In the course of any Assignment during the first leave year the Temporary Worker is only entitled to request leave at the rate of 1/12 of his total annual leave entitlement in each month of the leave year.

5.4 Where the Temporary Worker wishes to take any paid leave to which he is entitled, he should notify Complete Tree Care in writing of the dates of his intended absence. The amount of notice, which the Temporary Worker is required to give, should be at least twice the length of the period of paid leave that he wishes to take, but in any event not less than five working days. Unless Complete Tree Care informs

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the Temporary Worker in writing that it is not possible for him to take paid leave on the specified dates, the Temporary Worker shall be entitled to take up his notified paid leave entitlement.

5.5 Complete Tree Care may at its discretion require the Temporary Worker to take a Bank Holiday or other public holiday as part of his paid annual leave entitlement if such days fall during an Assignment.

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

6 SICKNESS ABSENCE

6.1 The Temporary Worker shall not be eligible for Statutory Sick Pay unless entitled by law.

7 TIME SHEETS

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 Complete Tree Care his timesheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a timesheet for hours worked may delay payment for those hours but will not result in the Temporary Worker not being paid for those hours.

7.2 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling 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 The Temporary Worker is not obliged to accept any Assignment offered by Complete Tree Care but if s/he does so, during every Assignment and afterwards where appropriate, s/he will: –

8.1.1 co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;

8.1.2 observe any relevant 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;

8.1.3 unless arrangement have been made to the contrary, conform to the normal hours of work in force at the Client's establishment.

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

8.1.5 not engage in any conduct detrimental to the interests of the Client;

8.1.6 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 Complete Tree Care's employees, business affairs, transactions or finances.

8.1.7 will not carry out work in competition with a Client during an Assignment with that Client.

8.1.8 If the Temporary Worker is unable for any reason to attend work during an Assignment he should inform the Client or Complete Tree Care by no later than 9.00 am on the first day of absence to enable alternative arrangements to be made.

9 TERMINATION

9.1 Complete Tree Care or the Client may, without prior notice or liability unless so required by law, instruct the Temporary Worker to end an Assignment at any time.

9.2 The Temporary Worker may terminate an Assignment at any time immediately by informing Complete Tree Care.

10 NOTE

10.1 The Temporary Worker should be aware that while s/he is free to take up employment with any person at any time, if s/he takes up employment with a Client for which he has worked on an Assignment arranged by Complete Tree Care during the period which ends with the later of the day which is 14 weeks after the first day on which the Temporary Worker worked for that Client pursuant to being supplied by Complete Tree Care (not counting any work which occurred before a period of more than 42 days when the Temporary Worker did not work for the Client pursuant to being supplied by Complete Tree Care) or 8 weeks after the day after the last day on which the Temporary Worker worked for that Client pursuant to being supplied by Complete Tree Care, that Client will thereupon be obliged to pay a fee to Complete Tree Care.

<p>TEMPORARY WORKER AGREEMENT Signed in agreement to the terms of this contract:</p> <p>Signature:..... </p> <p>Date:.....</p>
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