Please read the following standard Contract for Services for temporary workers and sign that you have done so and agree to the terms. We'll then look forward to finding you your next arb role.

Contract for Services for temporary workers between the legal person ("CTC Recruitment") who or which carries on business under the name of "CTC Recruitment Ltd" at the offices from which the form originates and the previously named individual ("Temporary Worker" where applicable).

1. **DEFINITIONS**

1.1. In these Terms of Engagement the following definitions apply: –

2. "Assignment" means the period during which the Temporary Worker is supplied to render services to the Client;

3. "Client" means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;

4. "Employment Business" means CTC Recruitment Ltd of 1 Claremont Buildings, Claremont Bank, Shrewsbury, SY1 1RJ."Temporary Worker" means the undersigned.

5. *"Relevant Period" means the longer period of either 14 weeks from the [1]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.*

5.1. Unless the context otherwise requires, references to the singular include the plural.

5.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2 THE CONTRACT

(a) This contract constitutes a contract for services between CTC Recruitment and the Temporary Worker and governs all Assignments undertaken by the Temporary Worker. However, no contract shall exist between CTC Recruitment and the Temporary Worker between Assignments.

(b) CTC Recruitment will operate as an Employment Business in relation to the Temporary Worker.

(c) For the avoidance of doubt, the Temporary Worker is not an employee of the Employment Business although the Employment Business is required to make deductions from the Temporary Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker, or the Temporary Worker and the Client. 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.

(d) The type of work which CTC Recruitment will seek to find for the Temporary Worker and the hourly rates specified in the Schedule to this contract shall be varied by agreement between CTC Recruitment and the Temporary Worker in relation to any Assignment and the Temporary Worker's consent to any such type of work and hourly rate notified to him by CTC Recruitment shall be confirmed by his commencing to work on that Assignment.

3 ASSIGNMENTS

(a) CTC Recruitment 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.

(b) 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 CTC Recruitment.

(c) The Temporary Worker agrees that CTC Recruitment shall incur no liability to the Temporary Worker should it fail to offer opportunities to work.

(d) The Temporary Worker is not obliged to accept any Assignment offered by CTC Recruitment.

(e) 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 end forthwith.

(f) The Temporary Worker warrants that he has disclosed all previous employers including any temporary assignments for the period of 12 weeks prior to the date hereof.

(g) 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

(a) CTC Recruitment shall pay to the Temporary Worker a minimum hourly standard rate as specified in the Schedule to this contract. 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 National Insurance Contributions and Income Tax and any other deductions which CTC Recruitment is required by law to make.

(b) The intervals at which remuneration will be paid to the Temporary Worker shall be weekly.

(c) The Temporary Worker is not entitled to receive payment from CTC Recruitment or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence or any other reason unless such payments are required by law.

(d) CTC Recruitment will pay the remuneration due to the Temporary Worker whether or not it is paid by a Client for the Temporary Worker's work.

(e) CTC Recruitment may deduct from the remuneration, or any other sums owed to the Temporary Worker, any money owed to CTC Recruitment by the Temporary Worker.

5 STATUTORY LEAVE

(a) 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.

(b) 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.

(c) Entitlement to paid leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the leave year. The amount of payment to which the Temporary Worker is entitled in respect of such paid leave is calculated by averaging the Temporary Worker's remuneration over the course of his leave year. In the course of any Assignment during the first leave year the Temporary Worker is only entitled to request leave at the rate of 1/12th of his total annual leave entitlement in each month of the leave year.

(d) Where the Temporary Worker wishes to take any paid leave to which he is entitled, he should notify CTC Recruitment 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 CTC Recruitment informs 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.

(e) CTC Recruitment 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.

6 SICKNESS ABSENCE

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

7 TIMESHEETS

(a) At the end of each week of an Assignment (or at the end of an 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 CTC Recruitment 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.

(b) 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

(a) The Temporary Worker is not obliged to accept any Assignment offered by CTC Recruitment but if he does so, during every Assignment and afterwards where appropriate, he will:-

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

(ii) 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;

(iii) unless arrangements have been made to the contrary, conform to the standard hours of work in force at the clients establishment.

(iv) take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with the health and safety policies of the Client;

(v) not engage in any conduct detrimental to the interests of the Client;

(vi) 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 CTC Recruitment's employees, business affairs, transactions or finances;

(vii) will not carry out work in competition with a Client during an Assignment with that Client.

(viii) If the Temporary Worker is unable for any reason to attend work during an Assignment he should inform the Client and CTC Recruitment by no later than 9.00 am on the first day of absence to enable alternative arrangements to be made.

(ix) 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 Employment Business without delay.

9 TERMINATION

(a) CTC Recruitment 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.

(b) The Temporary Worker may end an Assignment at any time immediately by informing CTC Recruitment.

(c) CTC Recruitment or the Temporary Worker may terminate this contract at any time, and upon termination of this contract by CTC Recruitment or the Temporary Worker CTC Recruitment shall issue a P45 and pay any **outstanding holiday pay.**

10 NOTE

The Temporary Worker should be aware that while he is free to take up employment with any person at any time, if he takes up employment with a Client for which he has worked on an Assignment arranged by CTC Recruitment 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 CTC Recruitment (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 CTC Recruitment) or 8 weeks after the day after the last day on which the Temporary Worker worked for that client pursuant to being supplied by CTC Recruitment, that Client will thereupon be obliged to pay a fee to CTC Recruitment.

11. DATA PROTECTION

11.1. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

11.2. The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future), and the Hirer processing his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms.

THE SCHEDULE

1. The type of work which CTC Recruitment will seek to find for the Temporary Worker will be of an Arboricultural nature, such as, Grounds Operative, Climbing Arborist, Tree Surveyor or Arboricultural Consultant or such other type as CTC Recruitment and the Temporary Worker may agree.

2. The minimum hourly standard rate to be paid by CTC Recruitment to the Temporary Worker for any Assignment is no less than the National Living/Minimum Wage from time to time or such other hourly rate as CTC Recruitment and the Temporary Worker may agree for that Assignment.

I acknowledge that I have received and agreed a copy of a contract for services agreement.

Print Name:

X _____

Signed:

Date: ____/_____/_____