

TERMS OF ENGAGEMENT OF LIMITED COMPANY CONTRACTORS (TERMS OF ENGAGEMENT)

For the purpose of definition, the Contractor is under the supervision, direction or control of the client AND has opted out.

Please complete this section and agree to our terms of engagement.

YOUR DETAILS

NAME OF WORKER

ADDRESS

TOWN..... COUNTY.....

POSTCODE.....DATE OF BIRTH...../...../..... National Insurance Number.....

Telephone Numbers Home Mobile

E-Mail address

YOUR BUSINESS DETAILS - TRADING NAME OF BUSINESS

Trading Style

LIMITED COMPANY NUMBER MANAGED SERVICE (BACK Office,etc).....

Sole Trader Partnership HMRC / VAT OR MANAGED SERVICE REFERENCE NUMBER

Telephone Numbers Mobile

Payment Terms Account Controller Name

INSURANCE

WHAT IS YOUR PUBLIC LIABILITY INSURANCE LIMIT £..... INSURERS DETAILS

DO YOU CARRY DRIVERS NEGLIGENCE INSURANCE? YES NO IF YES TO WHAT VALUE? £ INSURER

TYPE OF WORK OFFERED – SUBJECT TO AGREEMENT OF TERMS

Get Me Staff Recruitment can offer you as an employee of the business, work as a CONTRAC/ADHOC

PAYMENT

Although the rate of pay for this work may vary from time to time, it is agreed that the minimum hourly rate of payment for this work is listed below

CATEGORY	HOURLY RATE
	£
	£

Bank Details - Please ensure that your bank details are CORRECT as payment made to incorrect details CANNOT be rectified

Bank Name Sort Code-.....-..... Account Number

BRANCH Roll Number (Building Society Only)

Account Holders Name

IMPORTANT – PLEASE READ CAREFULLY

Please ensure that all relevant paperwork including timesheets for work undertaken, tachograph charts and expenses claims / receipts are ENCLOSED WITH YOUR INVOICE AND sent to our offices by NOT LATER THAN 12.00 Midday on the Monday following your work, to ensure correct and prompt payment. Please ensure that your timesheets are signed by our clients at all times. IF TIMESHEETS, INVOICES & RELEVANT PAPERWORK IS NOT RECEIVED ON TIME, EVERY WEEK, GET ME STAFF RECRUITMENT CANNOT GUARENTEE CORRECT PAYMENT. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR TIMESHEET AND HOURS WORKED ARE PROVIDED TO GET ME STAFF RECRUITMENT ON TIME EVERY WEEK.

I agree to the above statements and that the information supplied on this document are correct

Signed by Contractor **Date**

POLICIES

Equal Opportunities

Get Me Staff Recruitment is committed to a policy of equal opportunities for all work seekers and shall adhere to such a policy at all times and will review on an on-going basis on all aspects of recruitment to avoid unlawful or undesirable discrimination. We will treat everyone equally irrespective of sex, sexual orientation, marital status, age, disability, race, colour, ethnic or national origin, religion, political beliefs or membership or non-membership of a Trade Union and we place an obligation upon all staff to respect and act in accordance with the policy. Get Me Staff Recruitment shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. Get Me Staff Recruitment will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy.

Data Protection

Get Me Staff Recruitment are registered as a Data Controller with the Data Protection Register (Registration Number Z9269466), and we reserve the right to keep records of you for up to the maximum time allowed by Law. If at any time you wish for your details to be returned to you, please request in writing to our Data Controller.

INFORMATION TO BE PROVIDED REGARDING THE EMPLOYEE TO BE PROVIDED BY CONTRACTOR

Criminal Convictions

Do you have any unspent* criminal convictions? Yes/No If yes, state convictions and dates

*Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 and in those cases particularly where the employment is sought in relation to positions involving working with children or vulnerable adults, details for all criminal convictions must be given. The information given will be treated in the strictest of confidence and only taken into account where, in the reasonable opinion of Get Me Staff Recruitment, the offence is relevant to the post to which you are applying. **Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence is not declared but later comes to light.**

Do you hold a current Criminal Records Bureau (CRB) Check ?

If the answer to the above question is "Yes" please provide the document to the consultant interviewing you.

Permission to work in the UK

**Do you have immigration permission to work in the UK? Yes/No
(delete clearly as appropriate)**

In line with Home Office guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK if you are to be engaged by Get Me Staff Recruitment for temporary work

Health and Disability

The following questions on health and disability are asked in order to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs in order to perform the job or position sought.

Do you have any health issues or a disability relevant to the position or role you seek? Yes/No If yes, please specify

If you have a disability, what are your needs in terms of reasonable adjustments to enable you to perform the role sought?

Please specify.....

If you have a disability, what are your needs in terms of reasonable adjustments in order to access this recruitment service and to attend interview, or to take aptitude tests etc?

Please specify

Give details of professional, trade, business or civic activities and office held (including any professional qualifications).

Describe any specialised training, skills, or experience which you believe are relevant to the job you are applying for:

PLEAS ENSURE THAT ORIGINAL CERTIFICATES ARE AVAILABLE TO BE COPIED

PROFESSIONAL BUSINESS REFERENCES (other than supervisors listed in the Employment History section above)

Name, address and position	Employer	Telephone

DRIVING RECORD: (Only if licence is require for the position for which you are applying)

Do you hold a valid British driver's licence? YES NO Licence no. _____

What Categories do you hold on your licence? _____

Is it subject to any endorsements? YES NO

If yes, please provide details: _____

COMMENTS

Please add any comments you wish to make to support your application

DECLARATION

I CONFIRM THAT THE ABOVE COMPLETED INFORMATION IS CORRECT AND I UNDERSTAND THAT GET ME STAFF RECRUITMENT WILL CHECK ANY REFERENCES GIVEN AND THAT ALL PAPERWORK PROVIDED TO BE TRUE AND CORRECT. I wish to register with Get Me Staff Recruitment for work finding purposes and I declare that the above statements and that the information supplied on this document are true and correct. I have read the Terms of Engagement and I agree to adhere to the Terms Of Engagement

Signed by Worker/ Contractor Date/ /20.....

Confirmed by Consultant Date / / 20.....

TERMS OF ENGAGEMENT**1. DEFINITIONS**

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

"Assignment" means the period during which the Contractor is engaged by the Employment Business to render services to the Client.

"Client" means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 requiring the services of the Contractor;

"Contractor" means the Limited Company or Representative of the Company (IE Composite Company Provider) engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client;

"Employment Business" means Get Me Staff Recruitment Limited of 45 Hagley Road, Stourbridge, West Midlands, DY8 1QR and any associated, group, subsidiary or partner companies.

1.2. Unless the context requires otherwise references to the singular include the plural.

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 services between the Employment Business and the Contractor upon being signed on behalf of the Contractor, and they govern all Assignments undertaken by the Contractor. However no contract shall exist between the Employment Business and the Contractor between Assignments.

2.2. No variation or alteration to these Terms shall be valid unless approved in writing by [a Director of] the Employment Business.

2.3. For the avoidance of doubt these terms shall not be construed as a contract between any individual supplied or any representative of the contractor and any of the liabilities of an employer arising out of the assignment shall be the liabilities of the contractor.

TERMS OF ENGAGEMENT (continued)**3. ASSIGNMENTS**

- 3.1. **GET ME STAFF RECRUITMENT will endeavour to offer you work as a contractor offering services as a**
- 3.2. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work in the above category or in any other category; and that the Contractor shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.3. Upon the acceptance by the Contractor of an Assignment the Employment Business shall supply the Contractor with an assignment confirmation note specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Employment Business and such expenses as may be agreed, the notice period and any other relevant information.

4. PAYMENT

- 4.1. The Contractor will receive payment from the Employment Business for an Assignment at the rate specified in the assignment confirmation note for each hour worked by the Contractor, plus VAT where appropriate.
- 4.2. Payment Terms are 14 days from date of invoice unless specified.
- 4.3. Subject to any agreement by the parties to the contrary the Contractor shall not be entitled to receive payment from either the Employment Business or the Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.
- 4.4. All payments will be made to the Contractor and the Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers or representatives ("Staff") for any Assignment.
- 4.5. Although rates of pay will vary from time to time, you will be notified of exact rate of pay in writing on an assignment form by the Employment Business
- 4.6. The Employment Business reserves the right to refuse payment to the Contractor for all outstanding monies to the Contractor for any of the following reasons:-
- 4.6.1. Failure to report to work when requested;
 - 4.6.2. Insubordination towards the Client or Employment Business;
 - 4.6.3. Failure to follow reasonable instruction of the client or Employment Business
 - 4.6.4. Any damage caused by the Temporary Worker to the Client's effects or property
 - 4.6.5. Any outstanding Insurance Claims against the contractor by the Client or Employment Business
 - 4.6.6. Failure to adhere to point 8 of this document entitled Contractors Obligations
 - 4.6.7. Failure to adhere to point 7 of this document entitled Time Sheets
 - 4.6.8. Failure to adhere to legal obligations including but not limited to the return of tachograph charts
 - 4.6.9. If the Employment Business has reason to believe that relevant PAYE, VAT and insurance payments are not met or are behind
 - 4.6.10. If the Contractor or Business is declared insolvent or liquidation and insolvency orders are attached to the Contractor Business

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than one week or is completed before the end of a week) the Contractor shall deliver to the Employment Business the Employment Business's timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business by no later than 12.00 on Monday following the week to which they relate. This timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that week. Such invoice should bear the Contractor's name, Employment Business registration number, VAT number, and should state any VAT due on the invoice.
- 5.2. The Employment Business shall not be obliged to pay any fees to the Contractor unless a signed timesheet and invoice have been properly submitted by the Contractor in accordance with sub-clause 5.1 of these Terms.
- 5.2.1 Subject to clauses 4 & 7 of these terms, The Employment Business shall pay the Contractor for all hours detailed on the invoice regardless of whether the Employment Business has received payment from the Client for those hours.
 - 5.2.2 Where the Contractor fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for hours not worked.
- For the avoidance of doubt and for the purposes of the Working Time Regulations, the Contractor's working time shall only consist of those periods during which they 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 Contractor's working time for these purposes

7. LIABILITY

- 1.1 The Contractor shall be liable for the following
- 1.1.1. any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff during an Assignment.
 - 1.1.2. Any damage to the Clients vehicles up to the value of £5,000 per claim
 - 1.1.3. Any alleged theft of the Clients property
- 2.1 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor and its Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

2. CONTRACTOR'S OBLIGATIONS

- 1.1 The Contractor agrees on its own part and on behalf of its Staff as follows:
- 2.1.1. Not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business.
 - 2.1.2. To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Business or the Client.
 - 2.1.3. To take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by its actions on the Assignment.
 - 2.1.4. To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Staff including but not limited to the Working Time Regulations.
 - 2.1.5. To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
 - 2.1.6. To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.

TERMS OF ENGAGEMENT (continued)

- 2.1.7. To furnish the Employment Business with any progress reports as may be requested from time to time.
- 2.1.8. Not to sub-contract to any third party any of the services which it is required to perform under any Assignment.
- 2.1.9. The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor and its Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request
- 2.1.10. To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 2.1.11. To comply with all the requirements of VAT legislation and the Companies Acts.

3. TIME SHEETS

- 3.1 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 Contractor shall deliver to the Employment Business a time sheet 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.
- 3.2 Subject to clauses 4 & 7 of these terms, The Employment Business shall pay the Contractor for all hours detailed on the invoice regardless of whether the Employment Business has received payment from the Client for those hours.
- 3.3 Where the Contractor fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for hours not worked.
- 3.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Contractor's working time shall only consist of those periods during which they 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 Contractor's working time for these purposes

4. ACKNOWLEDGEMENT

- 4.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Staff for the Client during the Assignment shall belong to the Client.

5. COMPUTER EQUIPMENT WARRANTY

- 5.1 The Contractor shall ensure that any computer equipment and associated software which it provides to its Staff for the purpose of providing the services contains anti-virus protection with the latest released upgrade from time to time.

6. CONFIDENTIALITY

- 6.1 In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Staff as follows:
 - 6.1.1. Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
 - 6.1.2. To deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Staff during the course of the Assignment;
 - 6.1.3. Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

7. TERMINATION

- 7.1 An Assignment may be terminated by the Employment Business or the Contractor giving the other party [in writing] the period of notice specified in the assignment confirmation note.
- 7.2 Notwithstanding sub-clauses 11.1 and 11.5 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
 - 7.2.1.1 the Contractor has acted in breach of the rules and regulations applicable to the Client's own staff;
 - 7.2.1.2 the Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
 - 7.2.1.3 the Contractor becomes insolvent, dissolved or subject to a winding up petition
 - 7.2.1.4 for any reason the Contractor proves unsatisfactory to the Client.
- 7.3 Failure by the Contractor to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.
- 7.4 If the Staff are unable for any reason to work on an Assignment the Contractor should inform the Employment Business by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.
- 7.5 The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

8. RESTRICTION

- 8.2 The Contractor shall not supply its services directly, or through any other person, firm or Employment Business, to any Client for which it has carried out Assignments at any time during the previous six months
- 8.3 The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the staff of the Contractor (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the staff are an employee of the Employment Business, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

9 NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

10 LAW

These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

.....
Signed on behalf of the Employment Business

.....
Consultant

Signed on behalf of the Contractor.....
Director/ Sole Trader / Partner

(the Contractor)

Date / /

OPT OUT NOTIFICATION

There is provision in the Conduct Regulations 2003 for companies and those workers whose services they supply, to opt out of the Conduct Regulations 2003. If, you, the Contractor, and the Individual to be supplied to do the work wish to opt out, please read this form carefully. You are also recommended to take independent legal advice.

Date: / /

Parties: (1)of
Name Of Individual Contractor Business ("Contractor")
Of
Address
.....
(the "Individual")

1. This Opt Out Notification is supplement to the agreement ("the Agreement") between [the Employment Agency/ Business] and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Contractor and the Individual acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies & Employment Businesses Regulations 2003 (the "Conduct Regulations 2003") do not apply to or to] any assignment agreed between the parties.
3. The Parties have freely entered into this Opt Out notification.
4. Further that the Individual is free to withdraw from this Opt Out notification at any time by giving not less than one week's written notice to the Employment Agency. However, where notice is given during an Assignment it will not take effect until the Individual stops working in the Assignment.

We the undersigned have read, understand and agree to be bound by the terms of this Opt Out Agreement. In particular, we understand that by signing this Opt Out Agreement we are agreeing that the provisions of the Conduct Regulations 2003 shall not apply.

Signed
.....

Signed
.....

For and on behalf of the Contractor

The Individual

Dated / /

Date / /

HEALTH QUESTIONNAIRE

ARE YOU FIT TO WORK NIGHTS? **YES** **NO**

ARE YOU OVER 18 YEARS OLD **YES** **NO**

If you answer NO to this question you cannot work nights by Law

The purpose of this questionnaire is to ensure that you are suited to working at night. All the information you provide will be kept confidential.

Do you suffer from any of the following health conditions?	YES	NO
Diabetes	YES	NO
Heart or circulatory disorders	YES	NO
Stomach or intestinal disorders	YES	NO
Any condition which causes difficulties sleeping	YES	NO
Chronic chest disorders, especially if night-time symptoms are troublesome	YES	NO
Any medical condition requiring medication to a strict timetable	YES	NO
Any other health factors that might affect fitness at work	YES	NO

If you have answered 'yes' to the above questions, please provide details below. You may be asked to see a doctor or nurse for further assessment.

Other Information

PERSONAL PROTECTION EQUIPMENT

Do you own safety boots	YES	NO
Do you own high visibility workwear	YES	NO
Do you own other Personal Protection Equipment ? (If Yes Please Specify below)	YES	NO

I, the undersigned, confirm that the above is correct to the best of my knowledge.

Signed By Worker

Date

ASSESSMENT

This gives an indication of whether the worker is fit to work nights or should see a doctor or nurse for a medical examination.

Signed. By Consultant..... Date.....

OFFICE USE ONLY REGISTRATION PACK CHECKLIST

Front Page Completed Name..... Address..... DOB..... NI No Bank Details

Employment History Declaration Signed T..... C..... 48 hr Opt Out Signed T..... C..... Contract Signed Health Q

Signed T.... C..... PPE Assess C..... ID Licences..... CRB Certificates

References 1)..... 2)..... SIGNED COMPLETE BY CONSULTANT DATE COMPLETED

IF THE ABOVE IS NOT COMPLETE, THE WORKER CANNOT BE USED FOR ANY WORK AND YOU MAY BE DISCIPLINED