

# **CONTRACT TERMS AND CONDITIONS OF BUSINESS WITH TEMPORARY WORKERS**

Summer Term 2010 19 April – 23 July

Teacher

3.1 Solo Plus Ltd will endeavour to obtain suitable Assignments for the Temporary Worker to work as a Worker.

## **1. DEFINITIONS**

“Summer Term” means the period between 19 April 2010 and 23 July 2010.

Contract between Solo Plus Ltd and the Temporary Worker.

1.1 In these terms of Engagement the following definitions apply:-

"Assignment" means the period during which the Temporary Worker is supplied to render services to the client.

"Client" means the Educational Establishment, 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)

"Employment Business" means Solo Plus Ltd. 138 Sydenham Road, Sydenham, London SE26 5JZ.

"Temporary Worker" Temporary Supply Teacher

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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 Solo Plus Ltd and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker during the Summer Term. However, no contract shall exist between Solo Plus Ltd and the Temporary Worker between Assignments.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between Solo Plus Ltd and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although Solo Plus Ltd is required to make statutory deductions from his remuneration in accordance with clause 4.1.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

## **3. ASSIGNMENTS**

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability shall be determined solely by Solo Plus Ltd; and that Solo Plus Ltd shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category.

3.3 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 Assignment.

3.4 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

3.5 The Temporary Worker agrees that Solo Plus Ltd may produce such evidence of his experience, training, qualifications and any authorisation required by law or a professional body to the Client as Solo Plus Ltd may reasonably consider necessary or which are required by law to work in the Assignment.

## **4. REMUNERATION**

4.1 Solo Plus Ltd shall pay to the Temporary Worker remuneration calculated at a daily rate of £116.30 plus holiday pay of £14.04 totalling £130.34 per day. No expenses payable unless the Temporary Worker is notified prior to commencement of the assignment. For each day worked during an Assignment the Temporary Worker is to be paid weekly in arrears, subject to deductions in respect of PAYE Class 1 National Insurance Contributions and Income Tax pursuant to S134 of the Income and Corporation Taxes Act 1988 and any other deductions which Solo Plus Ltd may be required by law to make.

4.2 Subject to any statutory entitlements under the relevant legislation, the Temporary Worker is not entitled to receive payment from Solo Plus Ltd or Clients for time not spent on Assignment, whether in

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respect of holidays, illness or absence for any other reason unless otherwise agreed.

### **5. STATUTORY LEAVE**

5.1 For the purposes of calculating entitlement to leave under this clause, the leave year commences on 6 April or, if later, on the date that the Temporary Worker starts an Assignment or a series of Assignments.

5.2 Under the Working Time Regulations 1998, (as amended) the Temporary Worker is entitled to 28 days paid leave per leave year.

5.3 Rates paid by Solo Plus Ltd to the Temporary Worker are based on a percentage of the annual pay rates for permanent teaching staff and are inclusive of an element for annual holiday pay. Consequently, no additional payments will be payable by Solo Plus Ltd to the Temporary Worker in respect of Statutory Holiday entitlements.

5.4 Where a School holiday, Bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the School and/or public holiday shall count as part of the Temporary Worker's paid annual leave entitlement.]

5.5 Solo Plus Ltd will provide the temporary worker with a P45 on termination of the Contract which will occur automatically at the end of the Summer Term unless terminated earlier by either party.

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.

5.7 Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify Solo Plus Ltd 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 leave that he wishes to take. (Unless Solo Plus Ltd informs the Temporary Worker in writing that it is not possible for him to take leave on the specified dates, the Temporary Worker shall be entitled to take up his notified leave entitlement.)

### **6. TIME SHEETS**

6.1 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 Solo Plus Ltd his time sheet 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 time sheet for hours worked may delay payment for those hours.

### **7. WORKING TIME REGULATIONS 1998**

7.1 For the avoidance of doubt and for the purpose of the Working Time Regulations, the Temporary Worker's working time shall consist of those

periods during which he is carrying out his 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. Under regulation 10, every worker should have a minimum daily rest period of 11 consecutive hours in every 24 hour period. Workers are also entitled to, a weekly rest period of a minimum rest period of 24 hours, in a seven day period. Under Regulation 12, where a worker works longer than 6 hours, there should be an uninterrupted rest break of 20 minutes. Under Regulation 4, a maximum average working week of any worker should not exceed 48 hours unless the Temporary Worker agrees in writing to work more.

### **8. CONDUCT OF ASSIGNMENTS**

8.1 The Temporary Worker is not obliged to accept any Assignment offered by Solo Plus Ltd but if he does so, during every Assignment and afterwards where appropriate, he will:-

- (a) co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation.
- (b) 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.
- (c) unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment.
- (d) 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.
- (e) not engage in any conduct detrimental to the interests of the Client.
- (f) 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 Solo Plus Ltd employees, business affairs, transactions or finances.

8.2 If the Temporary Worker is unable for any reason to attend work during an Assignment he should inform Solo Plus Ltd by no later than 7.30am on the first day of absence to enable alternative arrangement to be made.

### **9. TERMINATION**

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**9.1** Solo Plus Ltd or the Client may, without prior notice or liability, 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 Solo Plus Ltd.

**9.3** It is the responsibility and duty of all temporary workers to now carry the original (CRB) enhanced disclosure certificate with them at all times for inspection on arrival to their assignment, or at any other time when requested.

Solo Plus Ltd will not be held responsible for any payment to the said temporary worker, if upon arrival they are unable to provide to the school authorities their CRB certificate for inspection. Thus resulting in being turned away from the school and subsequent termination of the assignment.

**10. LAW**

**10.1** These terms are governed by the Law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

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**Signed for and on behalf of Solo Plus Ltd**

.....  
**Date**

.....  
**Signed by the Temporary Worker**

.....  
**Print full name (clearly)**

.....  
**Date**