TERMS OF ENGAGEMENT

Between A Star Recruitment Limited (hereinafter called 'A Star')

And (Your name): ……..…… (Hereinafter called 'the Worker')

JOB CATEGORY: ……..…….

1. THE CONTRACT

1.1 These terms constitute a contract of service between A Star and the Worker and govern all assignments allocated to the Worker.

1.2 For the avoidance of doubt, A Star operates as an employment business providing a work finding service and is the employer.

1.3 This assignment is not continuous with any previous period of work with any other Clients of A Star Recruitment.

1.4 No variation or alterations of these terms shall be valid unless approved in writing by a director of A Star.

2. ASSIGNMENTS / TERMS OF ENGAGEMENT

2.1 The Worker acknowledges the nature of temporary work means that there may be periods when no suitable work is available and agrees: that solely A Star shall determine suitability; and that A Star will incur no liability to the Worker should it fail to offer opportunities to work.

2.2 A Star will apply the following conditions to your engagement:

a) A Star are under no obligation to provide you with work.

b) Should you be unable to attend work, you must contact A Star within the timescales in the Key Information Document.

c) On all shifts with A Star, your hours are not guaranteed, and your shift may end or you may be sent away from site if work is not available. In this event A Star will compensate you for your travel time and 2 hours pay.

d) Should any client determine you not suitable for their site for any reason, A Star Recruitment will not be responsible in any way. This will not be deemed as dismissal, and you should contact A Star daily to be offered further work.

3. RATES AND METHODS OF PAY

3.1 A Star will pay the Worker weekly in arrears, basic hourly pay rate of not less than the national minimum/living wage, as appropriate. All applicable taxes (including, without limitation, any National Insurance Contributions) required by law will be deducted.

3.2 Subject to statutory entitlement under the relevant legislation, the Worker is not eligible to receive payment from A Star or its Clients for time not spent on assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed with A Star.

3.3 In addition to the basic hourly pay, certain assignments will also include an attendance bonus that will be paid dependant on the Worker having full attendance for all scheduled hours of work in the week of the assignment. These details will be explained to the worker on an individual assignment basis.

3.4 A Star will pay for hours worked regardless of A Star being paid by the Client. However, where a properly authenticated timesheet is not submitted to A Star, A Star shall, in a timely fashion, conduct further investigations into the hours claimed by the Worker and the reasons that the Client has failed to sign a timesheet in respect of those hours. This may delay any payment due to the Worker. A Star shall make no payments to the Worker for hours not worked.

3.5 In the event that A Star overpays or makes a payment which is not due to the Worker, A Star may, at its discretion, recoup any such monies at the earliest convenience from any monies due to the Worker.

3.6 We have various methods of payment and depending on your employment status, will determine which method we use. For some work, as explained at interview, you may be working through a third party company, who will supply you with a contract.

3.7 When working at a client of A Star and being paid by a third party, you may sign a contract for services or contract of employment with that third party which will supersede this contract of service.

4. STATUTORY LEAVE

4.1 The worker is entitled to the statutory amount of paid annual leave. The leave year commences in week 1 of the tax year which is determined by the first pay day that falls on or after the 6th April each year.

4.2 All unused paid annual leave must be booked or taken by 31st March each year. No paid annual leave can be carried into the following holiday year unless it has been booked and subsequently authorised by an officer of A Star.

4.3 Where the Worker wishes to take paid leave during the course of an assignment he/she should notify A Star of the intended dates of absence giving notice of at least twice the length of the period of leave that the Worker wishes to take. In certain circumstances, A Star may give counter-notice to the Worker to postpone or reduce the amount of leave that the Worker wishes to take and in such circumstances A Star will inform the worker in advance of the intended dates of absence.

4.4 Entitlement to payment for leave accrues in proportion to the amount of time worked by the Worker on assignment during the leave year. The amount of payment which the Worker will receive in respect of periods of annual leave taken during the course of an assignment will be calculated in accordance with and paid in proportion to the number of basic paid hours which the Worker has worked on assignment.

4.5 No amount of paid annual leave may be taken in advance of accrual.

4.6 The Worker may be eligible for Statutory Sick Pay, Statutory Maternity Pay,Statutory Adoption Pay and Statutory Paternity Pay provided that he/she meets the relevant statutory criteria.

5. TERMINATION AND COMPLAINTS

5.1 There is no obligation on A Star to provide, or on the Worker to serve any normal number of hours in any day or week. In the event of the worker declining to accept any offer of work, or not attending work for any reason, for any period, A Star may terminate this contract.

5.2 A Star, the Worker or the Client may terminate the Worker's Assignment at any time without prior notice or liability.

5.3 In the event that A Star decides to terminate the arrangements provided for in this contract for the offering of opportunities to work to the Worker, he/she shall be given the opportunity to request a review of this decision by the Branch Manager.

5.4 Any Worker who has a complaint regarding A Star, may do so in writing to the Branch Manager.

5.5 A Worker who wishes to appeal against a review or the results of a complaint relating to A Star has the opportunity to present their case to a director of A Star. An appeal should be made in writing stating the main areas of concern or complaint, a hearing date will be arranged within 14 days of receipt of the appeal application.

5.6 A Worker may end these terms at any time provided it is at least 24 hours prior to attending an assignment which had already been arranged. This must be done in writing.

6. OBLIGATIONS

6.1 The Worker is under no obligation to accept an offer of an assignment but if he/she does so, he/she shall at all times, when services are due to a Client, comply with the following conditions:-

a) Not to engage in any conduct detrimental to the interests of A Star.

b) To be present during the times, or for the total number of hours during each day and/or week as may be agreed.

c) To keep all engagements made, and to telephone A Star immediately regarding any inability to report for duty.

d) To afford to the Client such faithful service as would be expected by the Client as if from a contract of employment with the client.

e) To take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be affected by his/her actions at work, and to wear a uniform and/or safety clothing/equipment when required by the Client.

f) To report any accident or incident, that occurs whilst on an assignment, to the Client. It is the Worker's responsibility to ensure the accident or incident is entered into the Client's accident book. The Worker should also inform A Star, in writing, so that it may comply with its health and safety obligations.

g) To not operate any vehicle, plant or machinery, without prior agreement between, and subsequent authorisation from, A Star and the Client.

h) To comply with any disciplinary rules or obligations in force at the premises where the employment is performed to the extent that they are reasonably applicable.

i) To comply with all reasonable instructions and requests within the scope of the agreed employment made either by A Star (with consent of the Client) or the Client.

j) To keep driving licence and certificates up to date and valid.

k) To follow the procedures relating to time recording for that particular company, be it timesheets, clock cards or other.

6.2 the Worker will be entitled to enrol in an auto enrolment pension if all qualifying criteria are met.

7. CONFIDENTIALITY

7.1 The worker will not at any time divulge to any person, nor use for his/her own or any other person's benefit, any information in relation to the Client's or A Star's employees' business affairs, transactions or finance.

8. CONSEQUENTIAL LOSS

8.1 Notwithstanding any other provision of this agreement, but subject to clause 8.3 below, A Star will not be liable to the Worker arising out of or in connection with this Agreement and/or the provision of (or any delay in providing or failure to provide) the Assignment for (i) any loss or damage to profit, revenue, savings, data use, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

8.2 The term 'howsoever caused or arising' when used in this clause 8 shall be construed widely to cover all causes and actions giving to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement), negligence, breach of statutory duty, other than breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the assignment.

8.3 Nothing in this agreement shall limit or exclude any party's liability for fraud, or for death or personal injury caused by negligence, or to the extent otherwise not permitted by law.

9. HEADINGS

9.1 Headings contained in this agreement are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

10. VALIDITY

10.1 If any provision, clause or part clause of this agreement is held to be invalid, void or otherwise unenforceable by judicial body, the remaining provisions of this agreement shall remain in full force and effect to the extent permitted by law.

DECLARATION: I have read and understand the conditions relating to this contract of employment and agree to my name being included on A Star's register of people who may be contacted for assignments, and that my details may be forwarded to existing Clients or potential employers.

Signed by the Agency Worker ……..…….. Date ……

Signed on behalf of A Star ……..…… Date ……..……..