



Terms and Engagement of Contract Workers

Between Mango Personnel (Hereinafter called the Employment Business)

And (Hereinafter called the Contract Worker) _____

1. Definitions

In these terms of engagement the following definitions apply: -

The Client: means the person, firm or corporate body requiring the service is engaged by the client to render services.

Working Week means an average of 48 hours each week calculated over a 17 week reference period.

References to the singular and plural and references to the masculine include feminine and vice versa.

The contract of services can be terminated by either party with a notice period of one working day. Your contract with the employment business will automatically terminate at the end of each working day and if your services are required re-employment will take place on the following working day. Termination will be communicated by giving notice orally and/or in writing.

THE CONTRACT

- (a) These terms constitute a contract for services between the Employment Business and the Contract Worker and they govern each and every Assignment undertaken by the Contract Worker and the Client. In the event of the Contract Worker declining to accept any offer of work or not attending work for any reason, no contract shall exist between the Employment Business and the Contract Worker.
- (b) For the avoidance of doubt, the Terms shall not give rise to a contract of employment between the Employment Business and the Contract Worker.
- (c) No variation to the Terms shall be valid unless approved by the Employment Business in writing.

2. The Employment Business will endeavour to obtain suitable Assignments for the contractor to work as
Your minimum hourly wage will be _____

Restriction

2.1 The Working Time Regulations 1998 provide that the Employee shall not work in excess of the Working Week unless he agrees in writing that this limit should not apply.

Consent

- 2.2 The Employee hereby agrees that the Working Week limit shall not apply.

Signed _____ Dated _____

Withdrawal of consent

- 2.3 The Employee may end this Agreement by giving one weeks notice in writing.
 - 2.4 For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as notice of termination by the Employee.
 - 2.5 Upon the expiry of the notice period set out in clause 2.3 the Working Week limit shall apply with immediate effect.
3. The Contract Worker acknowledges that it is in the nature of temporary work that there may be periods when no suitable work is available and agrees
 - (a) That suitability shall be determined solely by the Employment Business and
 - (b) That the Employment Business shall incur no liability towards the contract worker should it fail to offer opportunities to work in the category specified in
 - (c) Above or in any other category
 4. The Employment Business shall pay the Contract Worker remuneration calculated at a minimum hourly rate for each hour worked during an assignment or on a placework rate calculated by the client, to be paid weekly in arrears subject to deductions for the purpose of Class 1 National Insurance Contributions, PAYE and any other deductions which the Employment Business may be bound by law to make.
 5. The temporary worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every assignment and afterwards, as appropriate he will:
 - (1) Co-operate with the Clients' staff and accept the direction, supervision and instruction of any responsible person in the clients organisation
 - (2) Observe any rules and regulations of the Clients' establishment of which attention has been drawn or which the Contract Worker might reasonably be expected to ascertain.
 - (3) Unless arrangements have been made to the contrary, conform to the normal hours of work currently in force at the Clients
 - (4) 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 policy of the client.
 - (5) Not engage in any other conduct detrimental to the Interest of the Client.
 6. 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) the Contract Worker shall deliver to the Employment Business its timesheet duly completed to indicate the number of hours worked by the Contract Worker during the proceeding week and signed by an authorised representative of the Client. The Employment Business shall not be obliged to make any payment to the Contract Worker unless a properly authenticated timesheet has been submitted.
 7.
 - (a) The Employment Business may without notice and without liability instruct the Contract Worker to end an assignment at any time.
 - (b) If the Contract Worker is unable for any reason to work on an Assignment he should inform the Client or Employment Business before the first day of absence to enable alternative arrangements to be made.

8. The Contract Worker will not at any time divulge to any person, nor use for his own or any other person's benefit any information in relation to the Clients or Employment Business employees, business affairs, transactions or finances. Any divulgence or information contrary to the Data Protection Act 1984 will result in instant dismissal and possible prosecution.

Holiday Entitlement

9. The scheme applies to all temporary workers working on or after the 23rd October 2001. Updated 31 March 09.

As soon as you have started with Mango Personnel you will become eligible for holiday pay. This will be accrued on an hourly basis.

You will earn entitlement at the approximate rate of 2.33 days per calendar month, which is equivalent to 28 days (5.6 weeks) in any one year with effect from w/e 3 April 2009.

All holiday entitlement you have accrued during the course of the year must be taken before the end of the holiday year, or you will lose it. The holiday year is from January to December inclusive. You may not carry any entitlement forward into the New Year, nor can you claim any unused holiday entitlement in cash. Authorisation from the client must be gained prior to booking any holiday.

Once you become eligible to paid leave you will need to complete a holiday request form and return it to Mango Personnel who will see if the proposed dates are acceptable and return the reply slip to yourself. This will confirm acceptance of the dates or if these holiday dates are not possible, inform you that you may not take paid leave in those dates. When this is the case you will be informed as soon as possible and you will be allowed to take your full holiday before the end of the year. Mango Personnel decision is final on all holiday requests and will not be varied.

Under certain circumstances you will be expected to take holiday if during an Assignment to a Client, the Client closes the place of work and requires employees to take holiday e.g. Christmas.

Mango Personnel requires at least twice the length of the period of paid leave you wish to take as notice, but in any event not less than 5 days.

Any queries regarding holiday pay should be directed to Mango Personnel.

Sickness & Injury

10. If you unable to work due to illness for three days or fewer, no benefit is payable and no certificate is required. The first three working days (Mon-Fri) of any period of absence are known as "waiting days" and under state regulations SSP is not payable for these days. If you are not fit to report to work due to sickness or injury you must inform the Employment Business on 01392 201140 on the first day of absence within two hours of your shift commencing. Mango Personnel Ltd also operates an out of hours telephone service should you wish to leave a message. Failure to comply with this procedure or with the provision of incorrect information will invoke disciplinary proceedings.

Standard Disciplinary Procedure

To ensure consistency in the way in which you are treated the following procedures will be adopted in the handling of cases of misconduct, breach of rules or failure to comply with the reasonable instructions of management.

1. Giving of Warnings

| | |
|--------|-----------------------|
| First | Verbal |
| Second | Verbal and in writing |
| Third | Verbal and in writing |

2. It should be noted that all warnings will be recorded.

3. Repetition of such breach of rules, misconduct, inefficiency or incompetence on your part are grounds for dismissal.

Documentation

Any document for the attention of the Employment Business should be handed in to a member of staff or left in the Employment Business Post Box. Returned documents can be collected from a member of staff. Sick notes are relevant for Statutory Sick Pay and must be handed into a member of the Employment Business Staff.

I acknowledge receipt of my personal copy of documented headed: Terms and Engagement of Contract Workers

Signed by the Contract Worker

For and on behalf of the Employment Business

Date _____

Date _____