

AGENCY WORKER CONTRACT FOR SERVICES

Between: Swift Staffing Group

(herein after referred to as the “Company” or the “employment business”)

And.....(hereinafter referred to as the “agency worker” or “you”).

Nature of Engagement

The Company will act as an employment business in respect of this agreement and will endeavour to find Support Work/Nursing assignments for you.

The Employment Agencies Act 1973 prohibits the employment business from charging you a fee in respect of this work finding service.

Work assignments will be offered to you on an "ad hoc" basis as and when the employment business matches you with suitable clients. You are free to accept or decline such assignments. You are not guaranteed continuous work and we are under no obligation to offer you further assignments. No contract shall exist between the employment business and yourself in periods between agreed work assignments.

Although you are free to engage in other work, if you already have or are considering any additional work, you should notify the employment business so that any implications arising from the current working time legislation can be discussed.

For the avoidance of doubt, you are engaged as a self-employed worker. This contract for services and any attachments or particular assignment schedules do not therefore constitute a contract of employment between you and the employment business.

Assignments may be offered to you on an hourly, daily, weekly, or other basis. Attendance at work assignments will be in accordance with the assignment schedule for that particular assignment. When you have agreed to attend a work assignment and are unable to do so, you are required to notify the office immediately.

Notification requirements to end an assignment

The employment business (or the client to whom you are assigned) may end an assignment at any time without prior notice or liability. You may terminate an assignment at any time by immediately informing the employment business.

Payment

The employment business reasonably expects to achieve a minimum of **£9 to £15 per HOUR** for you. However, your actual payment in respect of any particular assignment may be more or less than the above amount and you will be notified of the applicable rate when you are offered any particular assignment.

You will become entitled to equal treatment under the Agency Workers Regulations 2010 with regard to pay after you have accrued 12 weeks in a particular role with a client organisation. Where this is the case, you will be advised separately of the relevant rate at the appropriate time. Please note that equal treatment does not relate to all aspects of pay.

You will be paid in respect of work done regardless of whether or not the employment business receives payment from the client to whom you are assigned.

Payment will be made weekly in arrears by bank credit transfer following submission of a properly completed time sheet. Statutory deductions such as income tax and NI contributions will be made from the payments.

Your timesheet must be returned to the office by 12.00 pm. each Monday. On-submission or incorrectly completed documentation may result in delayed payment. Any queries regarding payment should be raised with Payroll.

Absence

Any absence, for whatever reason, whilst on an agreed assignment must be reported at the earliest opportunity on the day in question to enable alternative arrangements to be made. Notification should be made personally to the office.

We do not operate a contractual sickness/injury payment scheme for agency workers.

Statutory Annual Leave

Your leave year commences on 1st April. You are entitled to 5.6 weeks paid annual leave. For part years of service, entitlement will be calculated on a pro rata basis.

You will become entitled to equal treatment in relation to annual leave entitlement under the Agency Workers Regulations 2010 after you have accrued 12 weeks in a particular role with a client organisation. Where this is the case, you will be advised separately of the relevant entitlement at the appropriate time.

You should give at least 1 weeks written notice of your intention to take holidays. Such notice should be given to the office.

The employment business may allocate agreed leave dates to take account of business needs and the arrangements made by other agency workers and our own employees to ensure operational efficiency. The employment business reserves the right to refuse leave requests if they conflict with the needs of the business and may, with due notice, require that you take your annual leave on specified dates.

Annual leave must be taken in the leave year in which it is accrued. You will not be allowed to "carry over" any annual leave into a subsequent leave year.

You will not be entitled to any payment for bank holidays or public holidays unless you are actually required to work them or they are taken as part of your statutory annual leave.

Your holiday entitlement will be paid at the rate of 12.07% for hours worked. This figure may be subject to increase after you have accrued 12 weeks in a particular role with a client organisation. Where this is the case, you will be notified of your enhanced entitlement separately. The holiday element of your payments will be separately identified on your payslip. As holiday payments will be included each time you receive payment, you are strongly advised to set aside and save up the holiday element in order that you have funds to draw on at the time you take holidays.

Information about previous assignments

You shall inform us at the earliest possible opportunity prior to an assignment, or during each assignment, of any instances where you have worked, since 1st October 2011, in the same or similar role with the client or any member of the client's group with whom we have placed you for assignment, via a third party. You shall provide us with details of such work and the periods during which it was carried out. You will comply with any reasonable requests we make for the provision of such information.

RECORD OF AGENCY WORK ASSIGNMENTS

Health & Safety at Work

Under Health and Safety legislation each individual has a legal responsibility for their own welfare and for the health and safety of others. You must take all reasonable steps to safeguard your own safety and the safety of any other person who may be present and comply with the health and safety policies of any client to whom you are assigned.

Standards

You are under no obligation to accept an offer of an assignment, but if you do so, you agree, during every assignment and afterwards as appropriate, to observe the following conditions:

- 1) On attending a client's establishment, you will observe any specific instructions given regarding standards of dress. Where no specific instructions have been given, you should present a professional image and wear clothes appropriate to the responsibilities of your assignment. You will also be required to wear uniforms where applicable.
- 2) You will familiarise yourself with and observe any rules and regulations of the client's establishment, particularly with regard to use of any computer equipment, client telephones and personal mobile phones.
- 3) You will not engage in any conduct detrimental to the interests of the client or the employment business.
- 4) You will co-operate with the client's staff and accept the direction, instruction and supervision of any responsible person in the client's establishment.
- 5) You will not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the client's or the employment business' transactions, finances, customers, employees or business affairs.

Equal Opportunities

The employment business is committed to the principle of equality regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation. Policies will be applied that are fair, equitable and consistent with skills and abilities. You have a duty to support the employment business in implementing these policies to ensure equality of opportunity.

Complaining about Discrimination or Harassment

If you believe you are the victim of minor discrimination or harassment you should first make it clear to the discriminator/harasser that their behaviour is unwelcome and politely ask them to stop. If you feel unable to do this, or if this approach fails, or if the discrimination/harassment is more serious, you should discuss the matter with a senior employee of the employment business, who will endeavour to resolve the situation on your behalf.

If you agree to accept the above conditions, please sign and date both copies of this contract for services (retaining one for your own reference) and return one copy to the Recruitment Consultant you deal with.

Disclosure and Barring Certificate(s) and Convictions and Offences

Your initial assignment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You will be required to consent to subsequent criminal record checks from time to time during your assignments as deemed appropriate by the Company. In the event that such certificate(s) are not supplied your contract with us will be terminated. You are also required to immediately report to the Company any convictions or offences with which you are charged, including traffic offences.

Immunisation

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EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

- 1) The employment business recognises that discrimination is unacceptable. Equality of opportunity is a feature of our practices and procedures and we operate a formal equal opportunities policy. Breaches of the policy will lead to investigation and, if appropriate, further action.
- 2) The aim of the policy is to ensure that agency workers are not discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 3) The employment business will ensure that the policy will be made available for all agency workers and made known to all applicants for work.
- 4) The policy will be communicated to all clients reminding them of their responsibilities towards equality of opportunity.
- 5) Whilst the employment business has no direct control over your place of work, we will endeavour to ensure that a neutral working environment is maintained, in which no agency worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

- 1) The employment business will endeavour, through appropriate training, to ensure that employees making recruitment and assignment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
 - 2) A consistent and non-discriminatory approach will be taken to any advertising of vacancies.
 - 3) Recruitment will not be confined to areas or media sources that provide only, or mainly, applicants of a particular group.
 - 4) All applicants who apply for work will receive fair treatment and will be considered solely on their ability to do the work.
 - 5) All employees involved in the recruitment, selection and assignment process will periodically review their selection criteria to ensure that they are related work requirements and do not unlawfully discriminate.
 - 6) Interview questions will be related to the requirements of the work and will not be of a discriminatory nature.
 - 7) The employment business will not disqualify any agency worker because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the type of work assignments being sought.
 - 8) Selection decisions will not be influenced by any perceived prejudices of other staff.
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