

# AGENCY WORKER

Name HR Employment Ltd/Hunt 4 Enterprises  
Ltd Contract for Services



This Statement, together with the attached Policies and Procedures, set out particulars of the main terms between:

Hunt 4 Enterprises Ltd / 1--1R Employment Ltd. (hereinafter referred to as the "company" or the "employment business ") and

..... (hereinafter referred to as the "agency worker" or "you").

## **JOB TITLE:**

We will endeavour to find assignments for you as requested by you OR We will endeavour to find appropriate assignments for you.

## **NATURE OF ENGAGEMENT:**

The company will act as an employment business in respect of this agreement and will endeavour to find assignments for you.

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

For the avoidance of doubt, you are engaged as temporary Agency Worker. This Statement and any attachments or assignment schedules do not constitute a contract of employment between you and the employment business. You are not an employee of the employment business.

Your engagement begins on (As advised by the consultant) No other period of engagement preceding this one is considered.

Your engagement is temporary and is expected to end on or before (As advised by the client).

This is an entirely separate and severable engagement from any other period of engagement that you have had, or may have in the future, with the Company.

The fact that the Company has found assignments for you, or finds assignments for you more than once, either by extending this engagement or offering future work under a separate severable engagement after this engagement has terminated, shall not confer any legal rights

on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of engagement.

For the avoidance of doubt, no contract of any exists between you and the Company once this engagement is terminated.

### **PROBATIONARY PERIOD:**

Your engagement is not subject to a probationary period.

### **PLACE OF WORK:**

Any work that you accept from the employment business will be carried out at/from sites/locations of our client. The exact location of the assignment will be notified to you at the relevant time, you will not be required to work outside the United Kingdom.

### **HOURS OF WORK:**

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.

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.

Assignments may be offered to you on an hourly, daily, weekly, or another basis.

Your normal hours of work are subject to client requirements on days as required and these hours and days are not variable. Your lunch break will be determined at the start of each assignment; however, we guarantee it will comply with the provisions of the Working Time Regulations 1998 (as amended).

### **PAYMENT:**

The employment business reasonably expects to achieve a minimum of (NL" per hour for you. However, your actual payment in respect of any assignment may be more or less than the above amount and you be notified of the applicable rate when you are offered any assignment.

You will become entitled to equal treatment under the Agency Workers Regulations 2010 regarding 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 the employment business receives payment from the client to whom you are assigned.

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

Non-submission or incorrectly completed timesheets may result in delayed payment. Any queries regarding payment should be raised with Petronela Buzuleac.

### **COLLECTIVE AGREEMENTS:**

No collective agreements directly affect the terms upon which you are engaged.

### **BENEFITS:**

There are no benefits which apply to your engagement.

### **SICKNESS 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 your consultant as per handbook

Absences of up to and including six consecutive days must be covered by a self-certification form. Absences of seven consecutive days or more must be covered by a doctor's medical certificate stating the reason for the absence and must be provided to [insert name/job title]. Further certificates must be provided if the absence continues past the period stated in the first certificate.

If you are absent from work for four or more days by reason of incapacity and you meet the relevant criteria, you will be entitled to statutory sick pay. Your qualifying days for these purposes are Monday to Friday. We do not operate a contractual sickness/injury payment scheme for agency workers.

### **STATUTORY ANNUAL LEAVE:**

Your holiday year begins on April 1st and ends on March 31st each year, during which you will receive a paid annual holiday entitlement of [5.6 weeks] inclusive of public/ bank holidays. (As advised in the handbook)

In your first holiday year your entitlement will be proportionate to the amount of time left in the holiday year.

Your holiday pay will be based on your average earnings over the previous 52 weeks in which you were paid.

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 and 1 weeks written notice is required for odd single days. Such notice should be given to Petronela Buzuleac as per handbook.

The employment business will allocate agreed leave dates to take account of business needs and the arrangements made by other agency worker and our clients' 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 you are required to work them, or they are taken as part of your statutory annual leave.

In the event of the termination of your contract any annual leave accrued but not taken will be paid in lieu. However, in the event of you having taken more paid leave than you have accrued pro-rata, then the appropriate payments will be deducted from your final payment. This is an express written term of your contract for services.

### **OTHER PAID LEAVE:**

You are not entitled to any further paid leave other than that which is covered elsewhere in this document.

### **TRAINING:**

No formal training will be provided to you during your engagement only the training required to perform your duties.

### **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 in the past two years, 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.

### **HEALTH & SAFETY AT WORK:**

Under Health and Safety legislation everyone 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.

## **EQUALITY, INCLUSION AND DIVERSITY POLICY:**

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.

## **GENERAL 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.
- 2) You will familiarise yourself with and observe any rules and regulations of the client's establishment, particularly regarding 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.

## **STANDARDS OF BEHAVIOUR/PERFORMANCE:**

We expect certain standards from you in respect of your behaviour and performance. If we have concerns over your behaviour or performance, we may address this with a view to enabling improvement, or, in certain circumstances, we will terminate the engagement with or without notice. You can find more information on these later under "Standards of Behaviour" and "Standards of Performance".

If you have any concerns about any decisions taken in respect of your behaviour or performance, you should speak to a Hunt 4 / HR Employment Ltd within 5 days of the decision being conveyed to you.

## **COMPLAINTS PROCEDURE:**

If you have any complaints about your engagement, you should raise these with a consultant. You can find more information on this later under "Complaints".

## **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.

## **PENSION SCHEME:**

We operate a contributory pension scheme which you will be auto enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the employment business. Further details are available separately.

## **OR**

When required, we operate a contributory pension scheme to which you will be auto enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the employment business.

(OR AS INSTRUCTED BY CLIENT)

## **NOTIFICATION REQUIREMENTS TO END AN ASSIGNMENT:**

You are required to give 1 days' notification to the employment business should you wish to cease providing your services during this engagement (unless the engagement is for a shorter period, in which case you must work to the end of the agreed engagement period). You will be given 1 days notification by the employment business (or the client to whom you are assigned) should your services no longer be required during the engagement (except where the engagement is for a shorter period, or the employment business deems you to be unsuitable for the position or in breach of the required standards, in which case your engagement may be terminated immediately).

## **(OR)**

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

(OR as instructed by client)

WERE NOTICE PROVISIONS ARE INCLUDED PAY IN LIEU OF NOTICE

We reserve the contractual right to give pay in lieu of all or any part of the above notice by either party.

## **DAMAGES TO COMPANY PROPERTY:**

As part of our commitment to maintaining a safe and productive work environment, it is essential that all employees take responsibility for the care and use of company property. This policy outlines the procedures and consequences related to damages caused to company property.

## **RESPONSIBILITY AND ACCOUNTABILITY**

Employees are expected to handle all company property with care and respect. This includes, but is not limited to, office equipment, tools, vehicles, and any other assets provided by the company for the performance of job duties.

## **DEDUCTION OF WAGES**

In the event that company property is damaged due to negligence, misuse, or failure to adhere to company policies, the cost of repair or replacement will be deducted from the responsible employee's wages. This deduction will be calculated based on the actual cost incurred by the company to restore or replace the damaged property. If the employee should leave employment any owed payments will be deducted from final wages.

## **PROCEDURE FOR DAMAGE ASSESSMENT**

1. **Reporting:** Any damage to company property must be reported immediately to the direct supervisor or the HR department.
2. **Investigation:** An investigation will be conducted to determine the cause and extent of the damage.
3. **Assessment:** The cost of repair or replacement will be assessed based on current market rates and the condition of the property prior to the damage.
4. **Notification:** The responsible employee will be notified in writing of the damage assessment and the amount to be deducted from their wages.
5. **Deduction:** The assessed amount will be deducted from the employee's next pay check or as agreed upon in a repayment plan.

## **FINAL WAGE DEDUCTION**

If an employee leaves employment with Hunt 4/HR, any outstanding owed payments for damages will be deducted from their final wage. This ensures that all financial responsibilities are settled before the termination of employment.

# BASIC MANUAL HANDLING

## 1) Introduction

Welcome to our manual handling training manual. This guide is designed to help you understand the best practices for manual handling to ensure your safety and well-being while on the job.

## 2) Understanding Manual Handling

Manual handling involves any activity that requires lifting, lowering, pushing, pulling, carrying, or moving a load by hand or bodily force. Proper techniques are essential to prevent injuries.

## 3) Risk Assessment

Before performing any manual handling task, conduct a risk assessment:

- **Identify Hazards:** Look for potential risks such as heavy loads, awkward postures, or slippery surfaces.
- **Evaluate Risks:** Determine the likelihood and severity of potential injuries.
- **Implement Controls:** Use equipment, adjust the task, or seek assistance to minimize risks.

## 4) Safe Lifting Techniques

Follow these steps to lift safely:

- **Plan the Lift:** Assess the load and the route. Ensure the path is clear of obstacles.
- **Position Your Feet:** Stand with your feet shoulder-width apart for stability.
- **Bend Your Knees:** Squat down, keeping your back straight and bending at the knees.
- **Get a Good Grip:** Hold the load securely with both hands.
- **Lift with Your Legs:** Use the strength of your leg muscles to lift, keeping the load close to your body.
- **Avoid Twisting:** Turn your whole body by moving your feet, not twisting your back.

## 5) Ergonomics

- **Workstation Setup:** Arrange your workspace to minimize reaching and bending.
- **Use Equipment:** Utilize trolleys, hoists, and other aids to reduce manual handling.
- **Adjust Postures:** Maintain a neutral spine and avoid awkward positions.

## 6) Handling Different Loads

- **Heavy Loads:** Break down heavy loads into smaller, manageable parts if possible.
- **Bulky Loads:** Use team lifting or mechanical aids for large or awkward items.
- **Unstable Loads:** Ensure loads are stable and secure before moving.

## 7) Environmental Considerations

- **Clear Pathways:** Keep walkways free of obstacles and spills.
- **Lighting:** Ensure adequate lighting to see potential hazards.
- **Weather Conditions:** Be cautious of wet or icy surfaces.

## 8) Personal Capabilities

- **Know Your Limits:** Do not attempt to lift more than you can handle safely.
- **Seek Assistance:** Ask for help if a load is too heavy or awkward to manage alone.

## 9) Use of Equipment

- **Training:** Ensure you are trained in the proper use of manual handling equipment.
- **Maintenance:** Regularly check and maintain equipment to ensure it is in good working condition.

## 10) Reporting and Feedback

- **Report Hazards:** Inform your supervisor of any hazards or unsafe conditions.
- **Provide Feedback:** Share any suggestions for improving manual handling practices.



## APPEAL PROCESS

Employees have the right to appeal the damage assessment and wage deduction. Appeals must be submitted in writing to Hunt 4/HR department within 7 days of receiving the damage assessment notification. The appeal will be reviewed, and a final decision will be communicated to the employee.

This policy is designed to ensure that all employees understand their responsibilities and the importance of maintaining company property. By adhering to this policy, we can create a respectful and efficient workplace for everyone.

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 Hunt 4 / HR Employment Ltd.

Yours sincerely

\_\_\_\_\_ For and on behalf of the employment business.

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I have read and understand the conditions relating to this work engagement and agree to my personal details being retained by the employment business for the purpose of matching me with suitable clients and contacting me with offers of ad hoc work assignments. I understand that this engagement, and any future work assignments will not indicate an employment relationship between the employment business and myself.

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_ Agency Worker

**NAME:**

\_\_\_\_\_ Print

**DATE:**