



Terms and Conditions for Temporary Employees

The following Terms and Conditions are applicable to the employee based in any office or site that Appletree Recruitment (herein after referred to as the COMPANY) assign the employee to, within the UK or the European Union:

1.0 Hours of Work

Hours of work will be no more than 20 hours per week, with times specifically agreed according to each assignment. Specific assignments may be required to work special hours, at weekends and holidays, but no more than the statutory limits.

2.0 Job Location

The location will be as per each assignment, but normally within the UK.

3.0 Duties

The employee may be required from time to time be required to carry out tasks in addition to his normal duties provided these are reasonable and within his capabilities. The employee will work on assignments to provide engineering services on behalf of the COMPANY.

4.0 Assignments

For each assignment there will be a separate addenda to this agreement, detailing the place of work, responsibilities, point of contact, working hours, expenses payable, health and safety requirements and detailing any specific training required prior to proceeding with the work.

During assignments the employee is expected to comply fully with the working policies and conditions of the COMPANY (and any CLIENT of the COMPANY that the employee is assigned to) provided they are within the laws of the land. Failure to comply with such policies and conditions will be regarded as a dismissible offence.

5.0 Timesheets

The employee will be required to submit an approved timesheet (signed by a Director of the COMPANY.) and when on assignment to a CLIENT, by a client's representative, to record the actual hours worked. Approved timesheets are to be sent/faxed to the COMPANY's accounts department, as soon as reasonably practicable (fax) 01904 777085; (phone), 01904 700397.

6.0 Payment

Salary is payable monthly according to the total number of hours worked and recorded against approved timesheets. No payments will be made without an approved timesheet. Payments will be made, less all tax and statutory deductions, in arrears at the last working day of the month and be credit transferred to the employee's bank account.

7.0 Expenses and Travel

Travel to and from the employee's home or temporary residence will be the responsibility of the employee. If the employee is engaged on an assignment away from his normal place of residence then it will normally be the employee's responsibility to arrange for his own



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accommodation. No special disbursements will normally be paid, unless specifically agreed in advance.

If the employee is working on an assignment and is asked to travel away from the normal working location of the assignment, then he will normally be entitled to reimbursement of travel expenses, train fares / air fares according to the specific assignment agreement. The rates for re-imbusement will also be given in the assignment agreement.

8.0 Pension and Life Assurance

The COMPANY is a small employer and at present the employee is to make his own arrangements for Pensions and Life Assurance.

9.0 Professional Indemnity Insurance

The COMPANY is a small employer and at present does not hold (and is not obliged to hold) any professional indemnity insurance and therefore will not cover the employee for any liability that may arise as a result of professional misjudgement or other act accordingly. The fact that the COMPANY does not currently hold such insurance shall not be divulged to any other party whatsoever.

10.0 Holiday Leave

The employee will be entitled to 1 days paid holiday leave per 10.5 days worked in addition to public. Alternatively this can be pro-rata for periods of employment less than one year. Thereafter, leave will be unpaid.

Reasonable notice (at least one week before hand) for a leave request must be given by the employee to the COMPANY and can only be taken upon mutual agreement.

The employee will be expected to take leave during any time the COMPANY or the COMPANY's CLIENTs have reasonably stipulated in advance (such as Christmas breaks).

Leave that can not taken by the end of the year shall not be carried forward to the following year.

11.0 Absence through Illness/Injury

Absence through illness or injury must be notified by the employee to both the COMPANY and the CLIENT before 10am the day of absence or as soon as possible thereafter. Self-certification sickness for periods of absence upto 3 days. Thereafter a doctor's certificate must be produced.

Company sick pay will based on statutory sick pay (SSP).

The COMPANY reserves the right to require you to be examined by a doctor to seek a medical opinion in the event of prolonged sickness.

12.0 Health and Safety

Part of the condition of assignment is that both the COMPANY and the CLIENT shall comply with all statutory Health and safety requirements and will train the employee accordingly before special work takes place. Likewise the employee shall ensure he complies with all rules and regulations as provided to him for his assignment.



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If it is a pre-requisite that the employee is to perform tasks which require certified training and the employee does not possess such training, the employee shall not perform the tasks and immediately inform the COMPANY.

The COMPANY is obliged by law to ensure the Employee has the necessary safety equipment in the performance of the tasks. The employee shall make the COMPANY aware of any safety equipment he requires, if it has not already been provided by the COMPANY or CLIENT

13.0 Termination

Either party must provide written notice for one calendar month if it intends to terminate this agreement.

If an assignment is given on the basis of a week's notice, the COMPANY reserves the right to inform request the employee stand down after that notice has been given and thereafter the COMPANY undertake to make all reasonable efforts, within its capability, to find an alternative assignment for the employee.

If the employee finds alternative employment during this period he is entitled to request termination of the agreement.

14.0 Confidentiality

The COMPANY expects its employees to keep confidential the practices and commercial information of the CLIENTS' and not to divulge any information to any person whatsoever. The employee is required to comply with confidentiality agreements made as part of the assignment. Failure to do so will be regarded as a serious breach of the employment agreement.

16.0 Prohibited Drugs and Alcohol Abuse Policy

The Employee shall not abuse alcohol consumption or prohibited drugs during work periods. Failure to comply with this will result in disciplinary action.

17.0 Use of Motor Vehicles

The Employee to use any motor vehicle for any business purpose in connection with work allocated to him, unless the Company has previously been satisfied that adequate third party insurance cover is in force in respect of such use. The Employee will at all times keep the Company indemnified against any liability (whether in respect of any insured risk or otherwise) incurred by the Employee or its Representative or arising otherwise in connection with the use by the Representative of any motor vehicle or any business purpose requested by the Company.

15.0 Grievance

In all instances the employee shall raise any grievances directly with a director of the COMPANY as soon as they become apparent, even if it is with the CLIENT, unless the assignment agreement delegates authority to the employee to do so, and thereby negotiate on the COMPANY's behalf.

16.0 Governing Law



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The Agreement shall be construed and governed by the Laws of England.



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16.0 Attachments to this agreement

Please refer to appendix A and B which form part of this agreement.

17.0 Acceptance

Signature of this Agreement signifies acceptance of the terms and conditions as contained herein.

Signed by
for and on behalf of the Employee:

.....

Name

Signed by
for and on behalf of the Company:

.....

Name: ANDREW BAND
DIRECTOR



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APPENDIX A SCHEDULE OF DETAILS

i) Employee:

Address :

Contact No:

Mobile:

email:

ii) Contact Details in case of Emergency:

Name:

Relationship:

Address: :
.....
.....

Post code:

Contact No:

Mobile:

email:

iii) Position:

iv) Commencement Date:

v) Finish Dare:

vi) Salary:

vii) Notice Period for Termination:

viii) Pension Provisions:

ix) Agreed Disbursements:

x) National Insurance Number:

xi) Bank / Building Society Details:

Bank:

Branch:

Account Name:

Address:

Sort Code:-.....-.....

A/c Number:



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I hereby confirm the above details and agree that payments should be sent direct to the above account. I also confirm acceptance of Appletree Recruitment Ltd's Terms of Engagement for Employees and employment contract no: xxxxxxxxxxxxxx

Signed:

Full Name:

Date:

Signed by the employer, Appletree Recruitment Ltd

Signed:

Full Name:

Position: Director

Date:



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APPENDIX B – SCHEDULE OF ASSIGNMENT

i) **Assignment Place of Work:**

ii) **Hours of Work:**

iii) **Work Description:**

To undertake :



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APPENDIX C CHECK LIST

Agency Staff / PAYE Certification

Encls:

	Certified Copy Attached	For APTR Use Only	
		Reviewed By	Date
Letter of Reference			
P45 /P60 evidence of National Insurance Number			
Certificate of Qualifications ⁽ⁱ⁾			
Passport / Birth Certificate ⁽ⁱⁱ⁾			
Valid Work Permit ⁽ⁱⁱⁱ⁾			

Notes :

- i) For a chartered engineer this means degree certificate and current institution membership card; HNC/HND, copy of certificate of qualification
- ii) An original UK / EU citizens (prior to 1st May 2004) passport must be presented to APTR representative who will make a copy and certify as true original. Alternatively an original birth certificate demonstrating place of birth within the UK is to be presented. For those who have residence other than the UK they should present their passport accordingly and then demonstrate right of entry into the UK either by resident permit, valid Work Permit or letter form Home Office confirming right of abode.
- iii) For non -UK / EU citizens only.

The above requirements are in order to comply with section 8 of Asylum and Immigration Act, 1996. Failure to comply will result in the contract of engagement / employment being rendered invalid and no payment whatsoever will be made.