



# TERMS OF ENGAGEMENT FOR AGENCY WORKERS between

Bia People (hereinafter called the Employment Business)

and

(Insert name of Agency Worker) (hereinafter called the Agency Worker)

## 1. DEFINITIONS

In these Terms of Engagement the following definitions apply.

**“Assignment”** means the period during which the Agency Worker is supplied to render services to the Client.

**“Client”** means the person, firm or corporate body requiring the services of the Agency Worker.

**“Employment Business”** means Bia People

**“Agency Worker”** means the person named above.

**“Qualifying Period”** means if an Agency Worker completes a 12 week qualifying period with the same Client,, in the same role, they will be entitled to have the same basic terms and conditions of employment as if they had been employed directly by the Client.

**“Relevant Period”** means

(a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Client having being supplied by the Employment Business; or

(b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Client having been supplied by the Employment Business or

(c) 14 weeks from the first day of the most recent assignment where there has been a break of more than 6 weeks(42 days) since any previous assignment

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include feminine and vice versa. The headings contained in these Terms are for convenience only and do not affect their interpretation. These terms do not affect the rights of the Agency Worker to be a member of a trade union

## 2. THE CONTRACT

These Terms constitute a contract for services between the Employment Business and the Agency Worker and they govern all assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Agency and the Agency Worker between assignments.

For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make statutory deductions from the Agency Worker’s pay in accordance with clause 4.

These terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker or the Agency Worker and the Client. The Agency Worker is supplied as a worker.

No variation or alteration of these Terms shall be valid unless agreed by the Employment Business and Agency Worker and confirmed in writing with a copy of the varied terms given to the Agency Worker within 5 working days of the variation taking effect.

## 3. ASSIGNMENTS

The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to work as an Agency Worker.

The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that suitability shall be determined solely by the Employment Business, and that the Employment Business shall incur no liability to the Agency Worker should it fail to offer opportunities to work in the above category or in any other category.

The Agency Worker is not obliged to accept any assignment offered by the Employment Business.

The Employment Business will provide the Agency Worker with written or electronic confirmation of the Assignment details.



For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Agency Worker commences the first Assignment.

If before the first assignment, during the course of an Assignment or within the "Relevant Period" the Client wishes to employ the Agency Worker direct or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Agency Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Agency Worker to a third party who subsequently engages the Agency Worker within the relevant period.

## 4. REMUNERATION

The Employment Business shall pay to the Agency Worker a rate of pay calculated at a minimum hourly rate of the National Minimum Wage. The actual rate of pay will be notified to the Agency Worker on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE of the Income Tax (Earnings and Pensions) Act 2003 and National Insurance Contributions.

If at the start of the assignment or during the assignment, the Agency Worker has completed the Qualifying Period, the Employment Business will pay the Agency Worker the Qualifying Period rate of pay and this will be notified on a per Assignment basis or as a variation to the relevant Assignment details.

Subject to any statutory entitlement under the relevant legislation, the Agency Worker is not entitled to receive payment from the Employment Business or Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

## 5. Annual Leave

For the purpose of calculating entitlement to leave under this clause, the leave year commences on 1<sup>st</sup> April or, if later, on the date that the Agency Worker starts an Assignment.

Under the Working Time Regulations 1998, the Agency Worker is entitled to 5.6 weeks paid leave to include bank holidays. All entitlements to leave must be taken during the course of the leave year in which it accrues and none may be accrued and none may be carried forward to the next year. The right to paid leave only accrues once the Agency Worker has been engaged on Assignments through the Employment Business. Entitlement to leave accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the leave year.

The amount of the payment to which the Agency Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours which he works on assignments.

Under the Agency Workers Regulations, on completion of the Qualifying Period, the Agency Worker may be entitled to paid and/ or unpaid annual leave in addition to the paid annual leave under the Working Time Regulations as above. The Agency Worker will be informed of any such entitlement by the Assignment Details Form.

Where the Agency Worker wishes to take only leave to which he is entitled, he should notify the Employment Business in writing of the date of his intended absence. The amount of notice which the Agency Worker is required to give, should be at least twice the length of the period of leave that he wishes to take.

Where this contract is terminated in writing by either party, the Agency Worker is entitled to payment in lieu of any untaken leave, that is where the amount of leave taken is less than the amount accrued at the date of termination.

## 6. SICKNESS ABSENCE

The Agency Worker may be eligible for Statutory Sick Pay provided he meets the relevant statutory criteria. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.

For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

In the event that the Agency Worker submits a Statement of fitness for Work or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an on-going Assignment. In making such determination the Employment Business may consult with the Client and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.



## 7. TIMESHEETS

All Agency Workers will be paid according to the hours presented on a timesheet signed by an authorised member of the Client's staff. The Agency Worker should submit a signed timesheet by Monday 9.00 am latest. Any timesheet received after this time will not be processed until the following week.

The Employment Business will pay for all hours worked irrespective whether the Employment Business has been paid by the Client. The Employment Business cannot pay Agency Workers for any hours outside of those confirmed by the Client and in such instances will seek to resolve any discrepancies at the earliest opportunity.

Deliberate misrepresentation by an Agency Worker on a timesheet of the hours worked will be handled as gross misconduct and Bia People, following investigation, will handle such instances as fraud.

Should the Employment Business provide transport to the Assignment, the Agency Worker will be paid from the start of the Assignment, not the time of the Agency Worker's arrival at the collection point.

## 8. CONDUCT OF ASSIGNMENTS

The Agency Worker is not obliged to accept any Assignment from the Employment Business though once accepted the Agency Worker will

Co-operate with the Clients staff and accept direction, supervision and instruction of any responsible person within the Clients organisation

Failure to attend a booking or late arrival could result in monies being deducted from your remuneration to cover any additional costs incurred in ensuring our obligation with our client is fulfilled.

Observe rules and regulations of a Clients establishment to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain.

Unless written arrangements have been made to the contrary, Agency Workers must conform to the normal hours as stated by the Client.

Take all reasonable steps to safeguard his own safety and that of any other person who may be present or affected by actions of the Agency Worker and comply with the health and safety policy and procedures of the Client

Not engage in any conduct, which is determined detrimental to the interests of the Employment Business or the Client.

In the event of absence, inform the Employment Business of the situation no later than twenty four (24) hours before the start time

On completion of the assignment, or when requested by the Client or Employment Business, return any property or items provided to the Agency Worker in connection with the Assignment.

## 9. AGENCY WORKER'S OBLIGATIONS

If the Agency Worker has any unauthorised expenditure or causes damage whilst working on an assignment and the damage is judged to be a result of the Agency Workers negligence then the Employment Business reserves the right to pass on some or all of the cost to the Agency Worker.

The Employment Business reserves the right to deduct any unpaid speeding or parking fines from the Agency Workers remuneration if it is proved they were driving the vehicle when the fine occurred

If the Agency Worker accepts any assignments offered by the Employment Business, the Agency Worker must inform the Employment Business as soon as possible and prior to commencement of the Assignment, of any calendar weeks between 1 October 2011 and start of the relevant Assignment that they have worked for the Client in a similar role via any third party and which may count towards the Qualifying Period.

The Agency Worker must provide the Employment Business with the details of such work.

## 10. EQUALITY

Bia People operates equal opportunity policies and practices and regards these as very important in all its dealings with clients, employees, agency workers, applicants. Copies of these policies and practices are available from the offices of Bia People.



## 11. AGENCY WORKERS REGULATIONS

Under the Agency Workers Regulations, Agency Workers are entitled to equal treatment in respect of basic terms and conditions as if they had been directly employed, on completion of the Qualifying Period. Paragraph 4.0 sets out the entitlements in respect of basic pay and potential bonus payments.

On completion of the Qualifying Period, the Agency Worker may also be entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks which are different and preferential to those under the Working Time Regulations.

Any such terms and conditions will be set out in the Assignment Details or any variation to these.

From the first day of an assignment, irrespective of whether the Agency Worker has completed the "Qualifying Period", the Agency Worker is entitled access to facilities within the Client, such as a staff canteen and access to information regarding vacancies within the Client.

If an Agency Worker considers they may not have experienced equal treatment under the Agency Workers Regulations, they should put their concerns in writing to the Employment Business.

## 12. TERMINATION

The Agency Worker, Employment Business or Client may terminate the Agency Worker's assignment at any time without prior notice or liability. In practice all parties should aim to give one day's notice

Continuation of an Assignment is subject to continuation of the contract between the Employment Business and the Client. In the event that this is terminated for any reason, the Assignment will cease with immediate effect without liability to the Agency Worker, with the exception of hours worked by the Agency Worker up to the date of termination of the Assignment.

## 13. DEDUCTIONS

For some assignments with certain Clients, it is a condition of your assignment that you have certain qualifications or legal requirements as set out below. The cost of these will need to be paid for upfront where possible. Some of these costs will be refunded once you have completed working 4 weeks with the client.

DBS Satisfactory Disclosure and Barring Certificate; If such a certificate is not supplied, or if when it is received, it is not deemed suitable to us you will need to obtain one. You can obtain one yourself at [www.gov.uk/government/publications/basic-checks](http://www.gov.uk/government/publications/basic-checks) and follow the instructions or we can do this on your behalf. The current cost of the DBS Certificate is £35.40 this will need to be paid upfront in cash.

GSat - on line training at a cost of £10, this will need to be paid upfront in cash.

Temporary ID Pass held for 30 days or a Full Airside ID Pass, you may need to have 2 x 30 day passes if you full ID pass is not completed on time. . These amounts will need to be paid upfront at time of registration; further details will be given to you by the Consultant. . Once you have completed 8 weeks working at the airport you can then be refunded the amount that you paid for the GSat training and Temporary or Full Airside Pass. You will need to email [accounts@biapeople.com](mailto:accounts@biapeople.com) with the date you commenced employment at Bia People and he will process the refund.

Level CO /COS course, You will need to pay for this upfront only in certain circumstances will Bia People pay on your behalf the cost of the course is approximately £70/£85 and will be recovered from your pay in the event you are unable to pay upfront for the course.

If you have an accident in one of the clients vehicles and, after a full investigation of the facts, the accident is deemed to have been caused by your negligent or reckless behaviour, or could have been otherwise easily avoided, we reserve the right to deduct the cost of repair, or the insurance excess (whichever is the lesser) from any monies owing to you. Such a deduction will be subject to a maximum or the insurance excess. If you are driving one of our Clients vehicles and you receive any fines or speeding tickets you must notify us immediately and the cost of these will be deducted from your pay.

By signing this agreement you agree that we can recover the costs by deducting the relevant amounts from your wage/salary or any other monies owing to you. If there are insufficient monies available to recover the costs, you agree to repay the balance to Bia People, if you do not do so, you understand that the company may pursue me through the courts for recovery of any amount outstanding under this agreement.



## 14. GENERAL DATA PROTECTION REGULATIONS

It is our responsibility to ensure that any documentation we hold is relevant, accurate and where necessary up to date. You have the right, upon written request, to be informed of what personal data is being processed, we are not obliged to supply this information unless you make a written request, we will respond to any request within one month of receipt.

Your data will only be used to comply with the Terms of Engagement (i.e. to process your pay) or to comply with legal obligations imposed by outside bodies i.e. the Police. Your data will not be used outside of the European Economic Area (EEA).

You have the right to make a request for your personal data to be erased or amended, such requests should be made in writing to your Manager and must include the reason for your belief that the data is either incorrect or being held unlawfully.

## 15. APPLICABLE LAW & JURISDICTION

These terms are governed by the law of England and Wales and are subject to the jurisdiction of the English courts

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Signed by the Agency Worker

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Print Name

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Date