



TERMS OF ENGAGEMENT

This Contract for Services is made on ___ / ___ / _____

BETWEEN:

PTL LOGISTIC SERVICES LIMITED incorporated and registered in England and Wales with company number 12200762 whose registered office is at 122 Feering Hill, Feering, Colchester, Essex, CO5 9PY (the **Employment Business**);

(1) Name _____ (the **Work Seeker**) of
Address _____

AGREED TERMS:

1. DEFINITIONS

The definitions in this clause apply to this Agreement:

Assignment the temporary services to be carried out by the Work Seeker for a Client, as more particularly described in clause 3.

Client a person, firm, partnership or company (as the case may be) to whom the Employment Business provides information which identifies the Work Seeker for the purposes of the Work Seeker providing them with services.

2. THE AGREEMENT

2.1 This Agreement constitutes a contract for services and not a contract of employment or contract of service, whether between the Employment Business and the Work Seeker or the Work Seeker and a Client.

2.2 For the purposes of the Conduct of Employment Agencies and Employment Business Regulations 2003, the Employment Business acts as an employment business in relation to the introduction and supply of the Work Seeker to a Client.

2.3 For the avoidance of doubt, if the Work Seeker wishes to accept an Assignment (pursuant to clause 3 below) the Work Seeker shall:

2.3.1 immediately enter into terms of engagement (whether a contract of employment, a contract for services, or otherwise) with a third party commercial contractor of their choosing (the **Sub-Contractor**) in respect of providing their services to the Client, and all subsequent Assignments (as the case may be); and

2.3.2 procure that the Sub-Contractor immediately enters into a contract for services with the Employment Business in respect of the provision of the Work Seeker's services on no less favourable terms than those set out below (the **Sub-Contractor Contract**).

2.4 The parties agree that the terms of this Agreement shall be automatically superseded by the terms of any binding Sub-Contractor Contract.

2.5 For the avoidance of doubt, no contract shall exist at any time between the Employment Business and the Work Seeker between Assignments.

3. ASSIGNMENTS

3.1 The Work Seeker is a worker introduced by the Employment Business to the Client(s) to provide services, not as an employee of the Client, who is deemed to be an agency worker for the purposes of the Agency Workers Regulations 2010.



- 3.2 The Employment Business will endeavour to obtain suitable Assignments for the Work Seeker to perform _____ [insert description of the type of work] duties (full job description enclosed with every job offer).
- 3.3 The Employment Business is not obliged to offer an Assignment to the Work Seeker and the Work Seeker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.4 If the Work Seeker does accept an Assignment, the Work Seeker shall co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation.
- 3.5 The Work Seeker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Work Seeker agrees that suitability of an Assignment shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Work Seeker should it fail to offer Assignments of the type of work specified in clause 3.2, or any other work.
- 3.6 If the Work Seeker is unable for any reason to attend work during the course of an Assignment, they should first inform the Employment Business at least one hour before their normal start time.

4. PAYMENT FOR SERVICES

- 4.1 The rate of pay applicable to each Assignment shall be confirmed to the Work Seeker in advance of them accepting an Assignment. The Employment Business will endeavour to ensure that any Rate of Pay shall be no less than the National Minimum Wage, less any deductions the Employment Business is required to make.
- 4.2 The Employment Business shall arrange for payment to the Work Seeker for all hours worked on a weekly basis in arrears based on the authorised time sheet provided by the Client, regardless of whether the Employment Business has received payment from the Client for those hours.
- 4.3 Subject to clause 6 below and any applicable statutory entitlement, the Work Seeker is not entitled to receive payment from the Employment Business or the Client for time not spent working on the Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.

5. TERMINATION

- 5.1 The Employment Business or the Work Seeker may terminate this Agreement at any time without prior notice.
- 5.2 The Employment Business, the Client or the Work Seeker may terminate the Assignment at any time without prior notice and without liability to the Work Seeker, except for payment for work done up to the date of termination of the Assignment.
- 5.3 The parties agree that this Agreement shall automatically terminate upon the Sub-Contractor Contract becoming binding.

6. STATUTORY ANNUAL LEAVE

- 6.1 As the Worker Seeker shall be supplied to the Client as a worker they are entitled to certain statutory rights as such. The Work Seeker is entitled to the equivalent of 5.6 weeks' paid holiday during each holiday year (being 1 January to 31 December), calculated in accordance with and paid in proportion to the number of hours that the Work Seeker has worked on an Assignment during the holiday year.
- 6.2 In respect of each Assignment, the Work Seeker shall be paid a payment equating to 12.07% of the relevant Rate of Pay in respect of their statutory entitlement to holiday pay (the **Holiday Payment**). The Holiday Payment shall be paid to the Work Seeker at the same time and in the same way as the Rate of Pay, in accordance with clause 4 above. The parties agree and acknowledge that receipt of the Holiday Payment means that the Work Seeker will receive advanced payment for any holiday they may



take during an Assignment such that they shall not be entitled to receive any further payments during any holiday taken.

6.3 All entitlement to annual leave must be taken during the course of the holiday year in which it accrues. The Work Seeker is responsible for ensuring that all paid annual leave is requested and taken within the relevant holiday year.

6.4 The Work Seeker should give at least one week notice of any proposed holiday dates and these must be agreed by the Employment Business in writing in advance. The Employment Business may require the Work Seeker to take holiday on specific days, as notified to the Work Seeker.

7. RIGHT TO WORK

The Work Seeker warrants that they have valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.

8. INDEMNITIES

8.1 The Work Seeker shall indemnify and keep indemnified the Employment Business and the Client against all liabilities in including any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding (including legal and other professional fees and expenses) which the Employment Business or the Client may suffer, sustain, incur, pay or be put to arising from or in connection with:

8.1.1 any failure by the Work Seeker to comply with its obligations under this Agreement;

8.1.2 any negligent or fraudulent act or omission by the Work Seeker; or

8.1.3 any employment-related claim brought by the Work Seeker in connection with an Assignment.

9. MISCELLANEOUS

9.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed by

A handwritten signature in black ink, appearing to be 'Darren Campbell', written over a horizontal line.

Darren Campbell
Managing Director

Signed by

(worker signature)

Worker Name: _____

Date: _____

for and on behalf of
PTL LOGISTIC SERVICES LIMITED