

Temporary Candidate Agreement

We are Recruiting Solutions (East Midlands) Ltd("RSEML") [trading as] (throughout "we", "us", "our" and "ours") of Unit 1A, Bell's Industrial Estate, Dysart Road, Grantham, Lincs, NG31 7DB including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies. You are <<field>> of <<address1>><<address2>><<address3>><<address4>> (throughout "you" and "your").

Introduction: We are an Employment Business as defined in the Regulations and are in the business of providing services in our capacity as an employment business to locate work for persons registered on our database of candidates and where work is found, providing arrangements for workers to provide services to our client through supply by us. You are seeking work from time to time, have provided us with your personal details to be registered on our database of candidates, and have asked us to locate work for you. We are prepared to seek work for you on the basis set out herein, and you wish to accept our services. The types of work ("Work Types") we shall seek for you are <<insert>>.

definitions and meanings

- Assignment:** The arrangement for you to provide your services to a Client of ours, specified in a Proposal which you have accepted, and which is subject to the Terms
- Assignment Term:** The period for supply of your Work Services which may be specified in an Assignment, and any agreed extension thereto, and which is subject to termination in accordance with the terms herein
- Client:** A third party who is specified to be the Client in an Assignment and references to the Client shall include references in the alternative to "End User" except where the context so precludes
- Client Agreement:** The agreement between us and the Client for the provision of services by you
- Commencement Date:** The date agreed as the start of the Assignment Term
- Contract Site:** The site specified in an Assignment, being the site to which we have been asked by the Client for you to report or provide your services, or such other site as may be agreed from time to time
- End User:** Any third party for whom or at whose premises the Work Services are performed as required by a Client or to whom a Client or potential client provides information regarding you
- Expenses:** Such expenses as are authorised in writing by a Client and supported by original vouchers/receipts
- Holiday Pay:** Such payment as is due to you for annual leave in accordance with the Working Time Regulations 1998 (as amended) ("WTR")
- Minimum Rate:** £<< insert >> per hour being the minimum rate of pay we reasonably expect to pay you under an Assignment
- Notice to Terminate:** If agreed in relation to an Assignment, the period of notice to be given by a Party to terminate an Assignment
- Parties:** You and us
- Pay Rate:** The rate or rates of pay specified in an Assignment
- Payment Terms:** << insert >>
- Proposal:** An offer to you of temporary work comprising the information in the draft form set out in Schedule 1 and which, from the date of acceptance by you, comprises an Assignment
- PW Details:** The previous work information required as set out in Schedule 2
- Regulations:** The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended)
- Schedule:** A schedule to this agreement
- Special Terms:** The special terms specified in an Assignment, being arrangements that the Client will wish you to observe during the Assignment
- Terms:** The terms and conditions set out on this and the following pages
- Work Services:** Your services agreed to be provided in an Assignment for the Client at the Contract Site for the Assignment Term
- Work Time:** The hours worked in the performance of the Work Services during an Assignment and any additional hours that you may agree to provide your services

AGREEMENT

In consideration of the mutual obligations set out in this agreement you accept and agree the Terms which you acknowledge you have fully read and understood. Note: You may confirm your acceptance of the Terms by signing the same below, or by confirming your acceptance orally, by email or by fax. Subject to prior communication by any means of this document by us, the earlier of your request to us to seek work for you any time after you have received the Terms or the provision by you of any Work Services under a Proposal shall be deemed to be your acceptance of these Terms and where acceptance is by provision of your services, acceptance shall also be of the Proposal, in all cases whether or not signed by you.

Date: <<field>>

I accept the Terms

.....
Signed by << field >>

OPT OUT 48 HOUR WORKING WEEK AGREEMENT UNDER REGULATION 5 WTR

Note: You are under no obligation to agree to the provisions set out in this section. If you indicate by signing below that you agree to opt out in accordance with this section, this section will then apply. Otherwise the limit set in the WTR shall apply.

Agreement:

The nature of an Assignment may necessitate work in excess of the maximum working time specified in Regulation 4 (1) WTR, namely an average of 48 hours each week calculated over a 17-week reference period. You wish to have the opportunity to provide the Work Services during any excess period required from time to time. Pursuant to Regulation 5 WTR you accordingly agree that the limit specified in Regulation 4 (1) WTR shall not apply and this agreement shall have effect immediately. You may, by giving written notice to us of not less than one month, terminate the agreement recorded in this section.

I agree to opt out as stated above signed by <<field>>