



# Terms of Engagement

Between LIME RECRUIT (hereinafter called the EMPLOYMENT BUSINESS) acting as an agent for the Client.

## 1. Definitions

1.1. In these Terms of Engagement the following definitions apply: –

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

“**Client**” means the person, firm or corporate body requiring the services of the Temporary Worker [together with any subsidiary or associated company as defined by the Companies Act 1985];

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. The terms of the contract for services

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

2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from his remuneration in accordance with clause 4.1.

2.3. No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

## 3. Assignments

3.1. The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as **hospitality staff** (inclusive of plate waiter, bartender, wine waiter, conference porter, night porter).

3.2. The Temporary 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 Temporary Worker should it fail to offer opportunities to work in the above category or in any other category.

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

## 4. Remuneration

4.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of **£NATIONAL MINIMUM WAGE**. The actual rate will be notified on a per Assignment basis, for





each hour worked during an Assignment to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Section 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

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

**4.3.** The Employment Business shall pay the temporary worker remuneration in respect of the work done by the temporary worker, whether or not it is paid by the hirer in respect of the work undertaken.

## 5. Statutory leave

**5.1** For the purposes of calculating entitlement to paid annual leave, in accordance to the Working Time Regulations 1998 the temporary worker is entitled to 28 days' paid leave per leave year.

**5.2** The Lime Recruit leave year runs from January 1st to December 31st. Where a temporary worker joins or leaves Lime Recruit part way through the leave year, leave entitlement will be calculated as a percentage of the time worked continuously by the temporary worker on assignments during the Lime Recruit leave year. Accrual of leave commences on the date that the temporary worker works their first assignment or series of assignments during the leave year. All entitlement to leave must be taken during the leave year in which it accrues and none may be carried forward to the next leave year.

**5.3** Where the temporary worker wishes to take any leave to which he or she is entitled, he or she should notify Lime Recruit in writing of the dates of intended leave and complete the necessary company paperwork. The amount of notice the temporary worker is required to give should be at least twice the length of the period of leave that he or she wishes to take or 7 days (whichever is the shorter period). Unless Lime Recruit informs the temporary worker in writing that it is not possible for him or her to take leave on the specified dates, the temporary worker shall be entitled to take up his or her notified leave.

**5.4** The needs of the business require that during the month of December we cannot, under normal circumstances, afford for our temporary workers to take annual leave. Requests, in special circumstances, may be considered however it cannot be guaranteed that we will be able to facilitate such a request.

**5.5** Any leave accrued during the month of December can be carried over to the following holiday year. Any leave carried forward must be taken by 31 March of the following year.

## 6. Sickness absence

**6.1.** The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.

**6.2.** 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.

## 7. Timesheets

**7.1.** At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business his time sheet duly completed to indicate the number of hours worked by him during the preceding





week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a time sheet for hours worked may delay payment for those hours.

7.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary worker's working time for these purposes.

## 8. Conduct of assignments

8.1. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will:-

- a) co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- b) observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- c) take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- d) not engage in any conduct detrimental to the interests of the Client;
- e) not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.

8.2. If the temporary worker is unable for any reason to attend work during the course of an assignment he should inform the client or the employment business within one hour of the commencement of the assignment or shift.

## 9. Data Protection

In order to fulfil this contract for services we need to collect Personal Data from you as requested in our Online Application Form. We will also ask for the names and contact details for your Next of Kin and two Referees. You are responsible for ensuring that anyone named on your application form is aware of these Terms and Conditions and consents to you sharing their data with Lime Recruit as part of your application. We reserve the right to process, store and share any and all of the information provided as we deem necessary in our attempts to find you employment, and in order to comply with national and international law. Further information about the ways we use and protect your Personal Data can be found in our [Privacy Policy](#).

## 10. Termination

10.1. The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.

10.2. The Temporary Worker may terminate an Assignment at any time without prior notice or liability.





## 11. Law

These Terms are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

