

KiddyKare Ltd

Temporary Staff Contract

1-2 KIDDYKARE TEMPORARY STAFF

- 1.1. These Terms constitute a contract for services between KiddyKare and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between KiddyKare and the Temporary Worker between Assignments.
- 1.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between KiddyKare and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although KiddyKare is required to make statutory deductions from the Temporary Worker's remuneration in accordance with clause 4.1.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between KiddyKare and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

3 ASSIGNMENTS

- 3.1 KiddyKare will endeavour to obtain suitable Assignments for the Temporary Worker; the Temporary Worker shall not be obliged to accept an Assignment offered by KiddyKare.
- 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 the suitability of the work to be offered shall be determined solely by KiddyKare; that KiddyKare 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; and that no contract shall exist between the Temporary Worker and KiddyKare during periods when the Temporary Worker is not working on an Assignment.
- 3.3 At the same time as an Assignment is offered to the Temporary Worker KiddyKare shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition KiddyKare shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.
- 3.4 Where such information is not given in paper or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday or any public or Bank Holidays) following save where the Temporary worker is being offered an assignment in the same position as the one in which the Temporary worker had previously been supplied within the previous five business days and such information has already been given to the Temporary worker.

- 3.5 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 the date on which the Temporary Worker commences the first Assignment.
- 3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that KiddyKare 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 Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition KiddyKare will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

4 REMUNERATION

- 4.1 KiddyKare shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £5 being the minimum rate of remuneration that KiddyKare reasonably expects to achieve, for all hours worked. The actual rate will be notified 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 pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which KiddyKare 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 KiddyKare or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5 STATUTORY LEAVE

- 5.1 For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment or a series of Assignments.
- 5.2 The Temporary worker is entitled to 25 days, including Bank Holidays, paid leave per year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.
- 5.3 Where a Temporary Worker wishes to take paid leave during the course of an assignment s/he should notify KiddyKare of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances KiddyKare may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances KiddyKare will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 5.4 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment.

- 5.5 In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total entitlement in each month of the leave year.
- 5.6 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then that day shall count as part of the Temporary Worker's paid annual leave entitlement.
- 5.7 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.4.
- 5.8 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

6. SICKNESS ABSENCE

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 6.2.1 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.

Note: a worker who claims SSP will only be eligible to receive payment subject to all relevant criteria being satisfied if he is absent due to illness for four or more consecutive qualifying days. A "qualifying day" is one on which the worker normally works. So if a worker normally works Monday to Friday those will be the qualifying days. However if a worker works on an intermittent basis with no regular pattern of work it is possible to rely on the above clause to stipulate that a worker must be absent on four consecutive Wednesdays in order to qualify for SSP. This argument should only be used where there is genuinely no obvious pattern of work. SSP is payable from the fourth day of sickness. For more information on SSP see chapter 2 of RC Legal reference Guide.

7. TIME SHEETS

- 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 KiddyKare a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 7.2 Subject to clause 7.3 KiddyKare shall pay the Temporary Worker for all hours worked regardless of whether KiddyKare has received payment from the Client for those hours.
- 7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet KiddyKare shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. KiddyKare shall make no payment to the Temporary Worker for hours not worked.
- 7.4 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 s/he is carrying out 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 KiddyKare but if s/he does so, during every Assignment and afterwards where appropriate, s/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 or her own health and safety and that of any other person who may be present or be affected by his or her 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 or her own or any other person's benefit, any confidential information relating to the Client's or KiddyKare's 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 s/he should inform the Client and/or KiddyKare within one hour of the commencement of the Assignment or shift.

8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify KiddyKare without delay.

8.4 The Temporary worker will be required to make a deposit of £10 for the KiddyKare uniform; this deposit will be refunded on its return to KiddyKare.

9 TERMINATION

9.1 KiddyKare or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

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

9.3 If the Temporary Worker does not inform the Client or KiddyKare [in accordance with clause 8.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 8.2.

9.4 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above the employment

business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

9.5 If the Temporary Worker does not report to KiddyKare to notify his/her availability for work for a period of three weeks, KiddyKare will forward his/her P45 to his/her last known address.

10 LAW

10.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England

Signed by the KiddyKare Temp Worker ***Name***

Date _____

Signed on behalf of KiddyKare Ltd ***Name***

Date _____