

Sims Hospitality Ltd

Terms Of Engagement For Temporary Workers

Between Sims Hospitality Ltd (hereinafter called the Employment Business)

And _____ (hereinafter called the Temporary Worker)

1. DEFINITIONS

a) In these Terms of Engagement the following definitions apply:-

'The Client' means the person, firm or corporate body requiring the services of the Temporary Worker.

'The Assignment' means the period during which the Temporary Worker supplied to render services to the Client.

- b) Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- c) The headings contained in the Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- a) 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.
- b) 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 this remuneration in accordance with clause 4a
- c) No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

3. ASSIGNMENTS

- a) The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work.
- b) The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees (a) that suitability shall be determined solely by the Employment Business and (b) 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.
- c) 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 Times Regulations shall be 1st October 1998 or the date on which the Temporary Worker commences the first Assignment, if later.
- d) The employee agrees, for a period of 6 months after the date of their last assignment with the employment business, not to enter into any agreement with the client to perform or undertake further work or assignments (temporary or otherwise), unless that work is contracted via the employment business. Doing so may be considered breach of contract and the temporary worker liable for loss of revenue incurred by the employment business.
- e) The Temporary Worker is responsible for obtaining transport to and from the assignment, unless the Employment Business offers otherwise via an approved company vehicle or transport provider. When using their own vehicle The Temporary Worker is responsible for ensuring that they hold the correct insurance for using their personal vehicle to provide transport to and/or from the Assignment. Where the Temporary Worker offers transport to colleagues then this is a private agreement between those Temporary Workers and is not the responsibility of, nor endorsed by the Employment Business.

4. REMUNERATION

- a) The Employment Business shall pay the Temporary Worker remuneration calculated at a **minimum** hourly rate of the UK national minimum wage, for the age of that employee, at the time of the work being undertaken. 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 monthly in arrears, subject to deductions in respect of PAYE Class I National Insurance Contributions and Income Tax pursuant to S134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Employment Business may be required by law to make.
- b) 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.

5. STATUTORY LEAVE

- a) For purpose of calculating entitlement to leave under this clause, the leave year commences on the 1st October or, if later, on the date that the Temporary Worker starts and Assignment or a series of Assignments which last for a continuous period of 13 weeks or more.
- b) Under the Working Time Regulations 1998, the Temporary Worker is entitled to 3 weeks' paid leave per leave 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.
- c) The right to be paid leave only accrues once the Temporary Worker has been engaged on Assignments through the Employment Business for a continuous period of 13 weeks. After that time, entitlement to leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of the payment to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in a proportion to the number of standard hours which he works on Assignments.
- d) Where the Temporary Worker wishes to take any leave to which they are entitled, they should notify the Employment Business in writing of the dates of his intended absence. The amount of notice which the Temporary Worker is required to give should be at least twice the length of the period of leave that they wish to take.

6. SICKNESS ABSENCE

The Temporary Worker may be eligible for Statutory Sick Pay provided that they meet the relevant statutory criteria.

7. TIME SHEETS

- a) 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 their time sheet duly completed to indicate the number of hours worked by the Temporary Worker 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.
- b) For the avoidance of doubt and for the purpose of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out their activities or duties for the Company as part of the Assignment. Time spent travelling to the Company's premises, lunch breaks and other rest breaks shall not count as part of the Temporary's working time for these purposes

8. CONDUCT OF ASSIGNMENTS

The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if they do so, during every Assignment and afterwards where appropriated, they will:-

- a) co-operate with the Client's staff 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 to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- c) unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;
- d) take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with the health and safety policies of the Client;
- e) not engage in any conduct detrimental to the interests of the Client; and
- f) not at any time divulge to any person, nor use for their 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.

If the Temporary Worker is unable for any reason to attend work during an Assignment they should inform the Client or the Employment Business by no later than 10.00am on the first day of absence to enable alternative arrangements to be made.

9. TERMINATION

- a) The Employment Business or the Client may, without prior notice or liability, instruct the Temporary Worker to end the Assignment at any time.
- b) The Temporary Worker may terminate an Assignment at any time immediately by informing the Employment Business.

10. LAW

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

Signed By the Temporary Worker

Date

Eligibility To Work

Are you a UK citizen? Y / N

If no,

- Are you a permanent resident? Y / N
- Do you have a Working Visa? Expiry date: ____ / ____ / ____
- Any restrictions? _____

Next of Kin: _____

Relationship: _____

Address: _____

County: _____ Postcode: _____

Home Phone: _____ Mobile: _____ Work: _____

Medical

Are you currently taking any medication, prescribed or otherwise: _____

Do you suffer from any medical condition, disability or impairment that may impact your ability to work or travel to work: _____

If 'yes' answered to either of the above then please provide more information: _____

Signature

Employee/Contractor's Signature: _____ Date: ____ / ____ / ____

Manager's Signature: _____ Date: ____ / ____ / ____

Office Use Only

Skillset:

- Supervisor
- Silver Service
- Waiting
- Bar

Site Inductions:



Instructions for employers

This Starter Checklist can be used to gather information about your new employee. You can use this information to help fill in your first Full Payment Submission (FPS) for this employee. You need to keep the information recorded on the Starter Checklist record for the current and previous three tax years.

Do not send this form to HM Revenue and Customs (HMRC).

Instructions for employees

As a new employee your employer needs the information on this form before your first payday to tell HMRC about you and help them use the correct tax code. Fill in this form then give it to your employer.

Do not send this form to HMRC.

Employee's personal details

1 Last name

2 First name(s)
Do not enter initials or shortened names such as Jim for James or Liz for Elizabeth

3 Are you male or female?
Male Female

4 Date of birth DD MM YYYY

5 Home address

Postcode
Country

6 National Insurance number (if known)

7 Employment start date DD MM YYYY

Employee statement

8 You need to select only one of the following statements A, B or C

- A** This is my first job since last 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, State or Occupational Pension.
- B** This is now my only job but since last 6 April I have had another job, or received taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit. I do not receive a State or Occupational Pension.
- C** As well as my new job, I have another job or receive a State or Occupational Pension.

Please turn over >

Student Loan

9 Do you have a Student Loan which is not fully repaid?

Yes If yes, go to question 10

No If no, go to question 12

10 Are you repaying your Student Loan direct to the Student Loans Company by agreed monthly payments?

Yes If yes, go to question 12

No If no, go to question 11

Student Loan Plans

You will have a Plan 1 Student Loan if:

- You lived in Scotland or Northern Ireland when you started your course, or
- You lived in England or Wales and started your course before September 2012

You will have a Plan 2 Student Loan if you lived in England or Wales and started your course on or after 1 September 2012.

11 What type of Student Loan do you have?

Plan 1

Plan 2

12 Did you finish your studies before the last 6 April?

Yes

No

For further guidance about repaying Student Loans go to www.gov.uk/new-employee/student-loans

Signature

Name

Date DD MM YYYY