



Excel staff Ltd, Crown House, North Circular Road, London NW10 7PN
TEMPORARY WORKERS
(TERMS OF ENGAGEMENT)

Name:

Address:

Date:

1. THE CONTRACT

1.1 These Terms constitute a contract for services between the Excel Staff Ltd and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between Excel staff ltd and the Temporary Worker between Assignments.

1.2 All Temporary Workers who take up an assignment must comply with the Excel Staff Ltd Staff Handbook. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between Excel Staff Ltd and the Temporary Worker

1.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Excel Staff Ltd 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.

2. ASSIGNMENTS

2.1 All bookings are done using our dedicated text messaging service number which is 07712 660 730. Each week on a Monday Temporary Worker MUST text over their availability for the following week. Excel staff Ltd will then try to offer them the available shifts for their nominated times, if Excel staff Ltd. does not respond to Temporary worker's requests it means Excel staff Ltd. don't have shifts available for their selected time.

2.2 If shifts are offered accordingly then Temporary worker should not change. Temporary worker can text again if their availability is changed before shifts are offered. Once shifts become available Temporary worker will be offered, if no shifts are offered that means there are no available assignment requested yet. Temporary worker must not keep asking for shifts as Excel staff Ltd will offer them when they are available.

2.3 Temporary Worker must arrive to work at least 10 minutes before shift starts to settle down. If they have an emergency enquiry outside of Excel Staff Ltd.'s office hours [Monday to Friday 9am to 5pm] such as a cancellation due to sickness or running late then Temporary worker must text the booking line number and if no response is given within 10 minutes they can call on 07712 660 730.

2.4 Excel Staff Ltd.'s on-call service is Monday to Friday 6am-9am and 5pm-11pm, Saturday and Sunday 6am-11pm. Please do not call to request shifts or general queries this will only be dealt with during office hours which are Monday to Friday 9am-5pm.

2.5 All messages MUST be replied to with either yes, no or okay. If there is no reply from Temporary Worker, then Excel Staff Ltd. will call them after 10 minutes to confirm. Temporary Worker must text for any queries regarding shifts, if they do not hear from Excel Staff Ltd.'s within 10 mins, they may call on the texting number.

2.6 If Temporary Worker has any complaints or issues at work, they must email their statement on hr@excelstaff.co.uk

2.7 ID badge must be worn always when at work. If ID badge is not present, Temporary worker may be sent away unpaid for that shift. Once Temporary Worker has received the Id badge they MUST confirm it via text.

Business 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, Excel Staff Ltd 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.

3. REMUNERATIONS

3.1 Excel Staff Ltd shall pay to the Temporary Worker wage calculated at a minimum hourly rate of £_____ 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 and Class 1 National Insurance Contributions and any other deductions which Excel Staff Ltd may be required by law to make.

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

3.3 Break policy must be followed. Any time spent on break will not be paid, and if there are any discrepancies regarding break, it must be clearly mentioned on the time-sheet before submission.

4. TIME SHEETS

4.1 Time-sheets MUST be filled in as the sample copy.

4.2 The deadline for receiving time-sheets is every Monday 10am, time-sheets received after this time will not be processed and will be added onto the following week for processing. The only exception is on Monday bank holidays when the payroll will be run on Tuesday 10am.

4.3 Temporary Worker must deduct breaks for each shift attended half days are 30 minutes of unpaid breaks or for long days are a 1-hour unpaid break. In circumstances where they are not able to take a break, they must mention on their time-sheet Excel Staff Ltd.'s payroll department will get their time-sheet authorised by the Client and if they say break was taken, Temporary Worker will not be paid for that time.

4.4 Some of the Clients require Temporary worker to leave a copy of their time-sheets with them at the end of their working week, they must leave a fully completed time-sheet

4.5 Time-sheets can be emailed or faxed, details are on the time-sheets, if Temporary Worker is emailing then they will receive an automated reply confirming that Excel Staff Ltd have received their time-sheets, Temporary Worker does not need to call or text asking Excel Staff Ltd to confirm as they will already have confirmation, they must also check their junk/spam mail box for the automated email. If Temporary Worker have not received the automated email, they can either email again or call Excel Staff Ltd. on 0208 838 5459 to confirm.

4.6 Temporary Worker must make sure that the time-sheet they are emailing is clear to read, every required box is filled. On occasions dates are missing, Temporary Worker's own signature is missing, wrong week ending dates are written down and time-sheet are out of focus. If the time-sheet is not filled in correctly than it WILL be rejected.

4.7 Payday is Friday any time before 5pm. Temporary Worker can call the land-line 0208 838 5459 if pay has not been received by Friday 4pm. Payslips are currently online on your sage payslip account. Email any payroll queries to timesheets@excelstaff.co.uk. Please refrain from calling or texting regarding any issue with payroll.

5. CONDUCTS OF ASSIGNMENTS

5.1 The Temporary Worker is not obliged to accept any Assignment offered by Excel Staff Ltd 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 disclose 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 Excel Staff Ltd.'s employees, business affairs, transactions or finances.

6. TERMINATION

6.1 Excel Staff Ltd or the Client may terminate the Temporary Worker's Assignment at any time with at least 4 hours of notice. If less than 4 hours' notice is given, Temporary work will be paid for full shift if no other replacement assignment is available.

6.2 Temporary Worker must inform minimum of 12 hours prior to Assignment Excel Staff Ltd if they are unable to attend the shift. If Temporary Worker is not feeling well, please let Excel Staff Ltd so back up cover is found. If less than 8 hours' notice is given, Excel Staff Ltd. are unable to cover the shifts in time.

6.3 Temporary Worker must know that cancellation informed between 11pm and 6am will result in a disciplinary warning as Excel staff Ltd. does not operate in those hours. If Temporary Worker wants to cancel their shift for next morning, please let Excel Staff Ltd know 12 hours in advance.

6.4 If the Temporary Worker does not inform the Client or Excel Staff Ltd [in accordance with clause 7.2] should they be unable to attend work during an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 7.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 7.2.

6.5 If the Temporary Worker is absent during an assignment and the contract has not been otherwise terminated under clauses 6.1, 6.2 or 6.3 above, Excel Staff will be entitled to terminate the contract in accordance with clause 6.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

6.6 If the Temporary Worker does not report to Excel Staff Ltd to notify his availability for work for a period of three weeks, Excel Staff Ltd will forward his P45 to his last known address.

6.7 Temporary Worker who fail to notify Excel Staff Ltd will be given verbal warning and 2 written warnings, after the written warning; should Temporary Worker continue to cancel shift in less than 6 hours or don't attend booked shift, this will result in suspension for a week. If the last-minute cancellations and no show continue after suspension, no shifts will be offered to Temporary Worker, and they will be dismissed from Excel staff Ltd with a P45.

*Note: Clauses 6.3 – 6.6 clarify the termination provisions. If a Temporary Worker fails to notify the Client or Excel Staff Ltd of their absence, for whatever reason, the contract will have been terminated at the end of the Temporary Worker's last day of work/shift. If the Temporary Worker notifies Excel Staff Ltd of their absence the contract does not terminate automatically unless, either the Temporary Worker indicates that they are terminating the assignment (i.e. that they will not be returning to work rather than simply being unable to work due to illness, etc;) or Excel Staff Ltd terminate the assignment provided the work is no longer available for the absent worker (i.e. the Client has brought the assignment to an end.)

7. LAW

7.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

Signed by the Temporary Worker

Date _____
(TERMS OF ENGAGEMENT)