



## Contract for Services for Temporary Workers

Between MPA Recruitment Ltd, acting as an Employment Business and herein after referred to as MPA.

1. These terms constitute a contract for services between MPA and the temporary worker and they govern all Assignments undertaken by the temporary worker. However no contract shall exist between MPA and the temporary worker between Assignments.
2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between MPA and the temporary worker. The temporary worker is engaged as a self-employed worker although MPA as a \_\_\_\_\_ and is required to make "statutory deductions from the temporary worker remuneration in accordance with clause 4.
3. No Changes will be made to these Terms, unless such changes are agreed with the Temporary Worker, set out in writing and a copy given to the temporary worker.
4. MPA agrees to offer to the temporary worker opportunities to work where there is a suitable Assignment with a hirer, (hereinafter called the Client) requiring such a worker.
5. MPA reserves the right to offer any Assignment to such temporary workers as it may elect where that Assignment is open to several temporary workers.
6. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available, the suitability of the work to be offered will be determined solely by the Employment Business, MPA shall incur no liability to the temporary worker should it fail to offer opportunities to work.
7. MPA shall pay to the temporary worker remuneration calculated at the actual hourly rate 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 sections 44-47 of the Income Tax (Earning & Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deduction which MPA may be required by law to make. The hourly rate will be no less than the minimum wage.
8. The temporary worker is under no obligation to accept any offer of an Assignment, but if he/she does so, he/she shall at all times when services are due to a Client comply with the following conditions:
  - a) Not to engage in any conduct detrimental to the interests of MPA.
  - b) To be present during the times or for the total number of hours during each day and/or weeks as may be agreed.
  - c) To take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be affected by his/her actions at work.
  - d) To comply with all disciplinary rules or obligations in force at the premises where services are performed to the extent that they are reasonably applicable.
  - e) To comply with all reasonable instructions and requests within the scope of the agreed services made either by MPA or the Client.
9. At the same time as an Assignment is offered to the temporary worker, MPA 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, MPA shall inform the temporary worker what experience, training, qualifications and authorisation are required either by law or a professional body and that the Client deems necessary to work in the assignment. This information will be given to the temporary worker in written or electronic form no more than 3 days after being offered the assignment.
10. If, before the first Assignment or within the relevant period which is either, during the course of an Assignment, 14 weeks from the start of the first

Assignment (each Assignment where there has been a break of 6 weeks since the end of the previous Assignment shall be considered a first Assignment) or 8 weeks from the day after the last day that the temporary worker worked on the Assignment, the client wishes to employ the temporary worker direct or through another employment business the temporary worker acknowledges that MPA will be entitled either to charge the client a fee or agree an extended period of hire, 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. This also applies where the client introduces the temporary worker to a 3rd party who subsequently engages the temporary worker within the relevant period.

11. At the end of each week of an Assignment (or at the end of an Assignment where it is for a period of less than one week), the temporary worker shall deliver to MPA a timesheet duly completed to indicate the hours worked during the preceding week signed by an authorised representative.
12. Subject to clause 8.3 MPA shall pay the temporary worker for all hours worked regardless of whether MPA has received payment from the Client for those hours.
13. It is the temporary workers obligation to complete the timesheet and get an appropriate authorised signature – failure to do so may result in delayed payment.
14. The temporary worker will be paid weekly, one week in arrears.
15. There is no obligation by MPA to provide or the temporary worker to serve, any nominal number of hours in any day or week. The hours of work agreed for each Assignment will be stated on the contract for services. Failure to attend or leaving an Assignment for any reason without prior notification for any period will result in the automatic termination of the temporary workers contract for services.
16. There is no notice required for a) the temporary worker to terminate the employment and b) MPA to terminate the temporary workers employment. However, MPA will endeavour to give the temporary worker at least one days notice and would appreciate if the temporary worker would return this gesture.
17. MPA and the temporary worker agree that the nature of temporary work is such that there may be periods between Assignments when no work is available.
18. MPA may instruct the temporary worker to end an Assignment with a Client at any time.
19. If the temporary worker is ill or likely to be late, he/she must inform the branch by 8.30am. If he/she wishes to end an Assignment or needs to take time off, the branch must be contacted at least a week in advance.
20. If the temporary worker wishes to work more than 48 hours in a week, he/she is legally obliged to sign an 'opt-out' form. This document can be obtained from and must be retained at his/her local MPA branch. If you do not sign an Opt Out form, calculating the average weekly hours will be taken over a 17 week period and will start from the start date of the assignment.
21. All temporary workers are entitled to 28 days annual leave. This includes 4 nominated bank holidays. To claim this holiday pay the temporary worker must give 1 week notice to his/her MPA branch. This money is to be paid to cover time away from work for the purpose of annual leave and must not be claimed by the temporary worker or paid out by MPA for any other purposes. When a temporary worker leaves MPA and claims their P45, holiday pay will be paid into the temporary worker's nominated Bank/building society account on the day that the P45 is issued.
22. MPA temporary workers are entitled to all benefits associated with the temporary worker benefits, unless stated on their contract for services, after the relevant qualifying periods.
23. These Conditions of Work are governed by English law and the parties agree to submit to exclusive jurisdiction of the English Court

By signing this contract you also accept the conditions of work as stated above.

Signature of Temporary Worker: \_\_\_\_\_

Date: \_\_\_\_\_

Opt out Signed: Yes  No



18 Great James St,  
L'Derry BT48 7DA  
(028) 7136 0070  
Fax: (028) 71265297

12 Dunmore Street,  
Coleraine BT52 1EL  
Tel: (028) 70357035  
Fax: (028) 7032 9690

46a High Street,  
Omagh, BT781BP  
Tel: (028) 82242595  
Fax: (028) 82240201

Email: [info@mparecruitment.co.uk](mailto:info@mparecruitment.co.uk) [www.mparecruitment.co.uk](http://www.mparecruitment.co.uk)

Recruitment of Permanent and Temporary Staff  
Co. Registration No. NI40246