

Terms of engagement with an agency worker

DEFINITIONS AND INTERPRETATION

In these Terms the following definitions apply:

“Actual Rate of Pay”	means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment for each hour worked, as set out in the relevant Assignment Details Form.
“Actual QP Rate of Pay”	means the rate of pay which will be paid to the Agency Worker if and when he/she completes the Qualifying Period, as set out in any variation to the relevant Assignment Details Form.
“Agency Worker”	means the signatory supplied by the Employment Business to provide services to the Hirer;
“Agreed Deductions”	means any deductions the Agency Worker has agreed can be made from their pay;
“Assignment”	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
“Assignment Details Form”	means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
“AWR”	means the Agency Workers Regulations 2010
“Calendar Week”	means any period of 7 days starting with the same day as the first day of the First Assignment;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
“Confidential Information”	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
“Control”	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
“Data Protection Laws”	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
“Deductions”	means any deductions which the Employment Business may be required by law to make and, in particular, in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions.
“Emoluments”	means any pay in addition to the Actual QP Rate of Pay;
“Employment Business”	Quality Service Recruitment Limited (registered company no.02801332 trading as QS Recruitment and QS care of 137 Canal Street, Nottingham, NG1 7HD
“Engagement”	means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“First Assignment”	means: a) the relevant Assignment; or b) if, prior to the relevant Assignment: i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and ii. the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);
“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;
“Hirer's Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
“Hourly Rate”	means at least the National Minimum Wage being the minimum gross rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;
“Irregular Hours Worker”	means a worker whose paid hours of work in relation to a leave year in each pay period during the term of their contract in that year is, under the terms of their contract, wholly or mostly variable as defined under Regulation 15F (1)a WTR 1998
“Leave Year”	means the period during which the Agency Worker accrues and may take statutory leave commencing the date that the agency worker starts an assignment or series of assignments and runs until the anniversary of that date;
“Part Year Worker”	means a worker who in relation to a leave year, under the terms of their contract, is required to work only part of that year and there are periods within that year (during the term of the contract) of at least a week which they are not required to work and for which they are not paid as defined under Regulation 15F (1) b WTR 1998
“Period of Extended Hire”	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;