

# Contract of Engagement - Temporary Worker

**Welcome to Southern Cross (or the company) We hope you will enjoy your experiences with our company.**

This contract for services (the "**Contract**") sets out the terms and conditions of your engagement with the Company, and the Company's expectations regarding the manner in which you will provide your services. This Contract of Engagement is in conjunction with the Personal Appearance and Conduct Agreement. When you have read, understood and agreed to this Contract please sign and return it to the office. Please don't hesitate to ask if you need any help or further information.

## 1. Employment Business

We confirm that **Southern Cross** is acting as an Employment Business for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "**Regulations**"). We confirm that **Southern Cross** operates in accordance with the Employment Agencies Act 1973 (the "**Act**") and the Regulations.

You are engaged to work under a contract for services to dental nurse services for clients of **Southern Cross**. If **Southern Cross** offers you an assignment which you accept, you are then required to attend that assignment and perform such services for the relevant client of **Southern Cross** (the "**Client**"). However, **Southern Cross** shall not be obliged to provide you with any assignments, nor are you obliged to accept any assignment offered to you. Nothing in this Contract shall make you an employee of **Southern Cross**, and you shall not hold yourself out as such.

## 2. Payment

You will be paid an hourly minimum rate of £ ..... per hour for each assignment worked, payable weekly in arrears, subject to deductions for PAYE income tax and national insurance contributions.

Please ensure that completed timesheets stating the name of the Client and the date and hours worked, and signed by the Client are submitted to the Company by the Tuesday 9am following the end of the week in which the assignment took place. Provided that timesheets are received by that day, you will be paid via BACS system no later than Wednesday, clearing up to three days later.

If you fail to provide a timesheet signed by the Client for whom you performed the assignment, **Southern Cross** may take steps to satisfy itself that you worked the hours claimed before paying you for that assignment. You will only be paid for the hours that you work. Breaks will not be paid for unless otherwise agreed in writing by the client.

**Southern Cross** undertakes to pay you for any assignment you have worked irrespective of whether **Southern Cross** has received payment from the relevant Client provided the relevant timesheet has been received from the client. Your money will be paid directly into your bank account. If you do not have a bank account, or do not wish to have the money paid into your account, you will be paid by cheque. We do not pay cash. We do not provide loans or advances.

## 3. Tax and Other Deductions

The Company will operate payroll and make all the necessary deductions of National Insurance, PAYE and other taxes required by law. The Company reserves the right to deduct from payments due to you under clause 2: the amount of any overpayment in respect of previous assignments; and the cost, or part cost, of any loss to the Company resulting directly from any act of gross negligence or carelessness or any breach of this Contract by you.

## 4. Termination

You must give **Southern Cross** one week's written notice to terminate this Contract. If you terminate this Contract without notice and subsequently fail to attend any assignment which you have previously accepted, the Company will be entitled to recover any loss it incurs as a result of having to find a replacement for you at short notice. **Southern Cross** reserves the right to terminate this Contract in writing with immediate effect.

## 5. Equal Opportunities

It is the Company's policy to ensure that no employee, worker, supplier or client receives less favourable treatment on the grounds of race, sex, disability, age, sexual orientation, religion, belief or ethnic or national origin. If you fail to adhere to this policy, the Company will terminate this Contract.

## 6. Immigration and Asylum Act

Under the Immigration & Asylum Act 1996 we are obliged to confirm that you have the legal right to work in the United Kingdom. This Contract will be terminated if at any stage you lose your right to work in the United Kingdom.

## 7. Uniform and Conduct

You are required, when working, to be dressed in clean, ironed uniform and to be immaculate in appearance. Further information is supplied in the appearance and conduct agreement, and you must familiarise yourself with this.

You are to be on your best behaviour, work hard and to assist the Client to the best of your ability at all times.

## 8. Health & Safety

You are expected to take all reasonable steps to safeguard your own safety and the safety of any other person who may be present or affected by their actions on any Assignment and comply with the Health & Safety policy of the Client.

Whilst working for **Southern Cross** you will not undertake to not use any equipment unless experienced. You will ensure that at all times you will take every precaution to protect and (a) avoid injury to yourself, patients and surgery staff, (b) prevent damage to any equipment.

**9. Hours and Procedures** will be determined by the client and each assignment. However for any assignment you will be paid a minimum of five hours. You must not leave the assignment until you are instructed to do so. The company will do its best to give you an estimate finishing time but this cannot be guaranteed.

You must arrive at each venue **15 minutes** before the starting time in order to have time to change into your uniform and to report to a manager. You must always ensure that you **sign out on a timesheet**. Where appropriate at the end of your each day or assignment you follow the procedures of the client or you will not be paid for the assignment.

## 10. Lateness

Lateness for a booking will not be tolerated. Consistent lateness will result in termination of this Contract. If you are going to be late please call the office, even if it is outside of office hours, so that we can notify the Client.

## 11. Cancellations / Sickness

If you accept a job from **Southern Cross** please do not let any other commitments affect it, whether through double bookings or lateness.

If you accept a job from **Southern Cross** and you are unable to attend work, because of sickness or for any other reason you must give the office **immediate notice**.

**Southern Cross** may, without liability, instruct you to end an assignment at any time. In such circumstances you will of course be paid for the hours you have worked. If an assignment is cancelled the Company will endeavour to give you as much notice as possible. In the event of your misconduct the Company or the Client is entitled to instruct you to end an assignment at any time without notice or payment.

**12. Entitlements**

As a 'worker' for the purposes of the Working Time Regulations 1998 you are entitled to 28 paid days holiday per year, calculated pro rata i.e. at the rate of 1/12 of four weeks per month. Holiday pay will be calculated as a weekly average of the pay received by you from the Company during the previous 12 week period. Further information can be obtained from the office

**13. Introductions to Clients**

Introductions are confidential. The unauthorised employment of a worker by a Client or the passing of an Introduction to another employer which results in an Engagement renders the worker liable to payment of the Company's fees. The provisions shall apply for a six month period from the initial Introduction by the Company to the client.

**14. Personal Data**

During the term of this contract, it is necessary for the Company to retain information about you, in particular for the purposes of complying with the Act and the Regulations. Any such data processing will at all times be in accordance with the Data Protection Act 1998 and the Company recognises the importance of respecting the personal privacy of all its work-seekers.

**16. Confidentiality**

You agree that you will, both during and after the term of this Contract, keep confidential and not disclose to any person (except in the proper performance of your services under this Contract) nor use for your own benefit or for the benefit of any third party information relating to: the Company, its business, clients, and customers or, the Client, its business, guests or clients. This clause shall not apply to any information which is in the public domain other than through a breach by you of this or any other obligation of confidentiality, or which you are ordered to disclose by a court of competent jurisdiction.

**19. 48 hour Limitation Waiver**

The Working Time Regulations 1998 (The Regulations) require the Company to limit your average weekly working time to 48 hours (averaged over 17 weeks) unless you agree with the Company that limit shall not apply to you. Signature of this Contract indicates agreement (which will apply until terminated by notice) on the basis that: 1) the 48 hour limit on average weekly working time will not apply to you. 2) you may terminate the agreement (so that the 48 hour time limit would apply to you) by giving the person at the Company to whom you usually report 4 week's written notice.

**20. Amendments and Variations**

Any changes to the terms of this Contract for Services shall be notified to you by a notice on the notice board in the office.

**21. Governing Law**

These conditions shall be governed by and constituted with English law.

**Acceptance of Terms**

Please confirm your agreement to the terms and conditions set out in this Contract by signing below.

I hereby acknowledge receipt of this Contract and I confirm my acceptance of the terms and conditions.

**Signed:** .....

**Name:**.....

(Please Print Clearly in Capital Letters)

**Signature** .....

**Date:** .....

Partner For and on behalf of Southern Cross LLP