





Information

The information contained within this industrial temps handbook has been prepared to help you become better informed about road safety, road rules, drivers, licensing and vehicle registration.

Offices

HODDESDON

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Driving 01992 478955 Industrial 01992 478933

hod@graftersrecruit.co.uk

www.graftersrecruit.co.uk



Welcome to Grafters

We warmly welcome you to Grafters Recruit and hope that you become one of our many valued workers. Our offices are open from 8.00am to 6.00pm Monday to Friday however we are contactable 24/7.

Like all agencies, we have [Rules of Conduct](#) to which we expect you to adhere. [Our rules are here to protect you, your work colleagues, the business and everyone's reputation.](#)

If you are late for or cannot attend work

When you are working for Grafters, you will be asked to arrive at work at our client's premises or our office by a certain time. If you are going to be late, then please let us know or you will lose your work for that day. It only takes a 2 minute call to our office.

[Call us if you are going to arrive late](#)

If you are booked out for work and for any reason; including illness - you are unable to attend, then you **MUST** inform us at least 2 hours before you are due to start.

Failure to do this will be taken as non-attendance. This means you will lose your attendance bonus (if applicable) for the whole week. [If you are due an attendance bonus - don't lose it: call us if you are unable to attend.](#)

WE ALWAYS
TRY TO IMPROVE
YOUR SAFETY



Safety clothing is important

Safety clothing is important to comply with the [Health and Safety at Work Act 1974](#).

If you do not have safety boots or a hi-vis vest/jacket, we can supply them free of charge from the office.

If you are not wearing these items when required, you will be sent home from work without pay.

You will not be charged for uniforms or PPE on the condition that they are returned in good re-usable condition, subject to wear & tear, when you complete the assignment.

Timesheets

You are paid each week according to the Client's timesheet, so it is vital that you sign IN and OUT each time you attend work. Most of our clients will have a signing in/out book or some may use a clocking in/out system. You will be advised of which system they use on your first day with a particular client.

Failure to sign in and out may lead to us not being able to charge the Client for your time working on site, and could result in a delay in payments being made to you!

Your behaviour at work

When you are working at the Client's site, you are expected to do the work for the time you are there to the best of your ability and take your breaks at the correct times.

Please do not take a tea break unless you have been given permission to do so.

Whilst you are at work, you must be polite to the Client and your work colleagues and follow the Client's instructions and directions at all times.

[If you need to know something at work, then ASK.](#)

If you have an issue, do not create problems for yourself or your colleagues. Keep it to yourself until you get back to the office and speak to us: that's what we are here for.

[If you have a problem or issue about work then speak to us about it first!](#)

How are you paid?

You are paid weekly on each Friday which will be paid directly into your bank. Our payroll number is 01992 460777.

Your wages will relate to the previous week you have worked.

If you feel you have not been paid correctly, then we will deal with pay enquiries as quickly as possible.

Please make sure first that you have filled out a Worker Complaints Form correctly.

Breaks

You have the right to the following Breaks

- 11 hours rest break between shifts
- 1 day off in each week (or 2 in 14 days)
- in-work rest break of 30mins if the working day is longer than 6 hours.
- in Agriculture, a rest break of 30mins if the day is longer than 5½ hours
- night-workers limit of an average of 8 hours work in 24.

Keeping in touch

Grafters operate on a 24-Hour / 7-Days a week basis from all of our offices, so you have no excuses for not being able to get in contact with us when you need to.

Our out-of-hours service is not for you to call us about wage queries, it is for emergencies only. For all normal enquiries, please contact us or visit us during our daytime hours of 8:00 to 18:00 hrs.

- Industrial: Please contact the office on the number detailed on the reverse of this booklet
- Payroll: 01992 460777

You can ALWAYS contact us if you need to!

The golden rule

If you accept an assignment from the office you must stay at the assignment for the day at the very least. If you "walk off" the job you will give yourself and Grafters a bad name.

Candidates who 'walk off' the job will not be offered any further work.

Grafters Recruit Ltd operates an Equal Opportunities policy and will consider candidates on the basis of their skills and experience only. Grafters Recruit Ltd does not discriminate against people on the grounds of sex, marital status, sexual orientation, ethnic origin, race, religion, colour, disability or age.

Disciplinary procedures

The scope of the procedure is to help and encourage all temporary workers to achieve and maintain standards of conduct and job performance. For this purpose, Grafters Recruit Ltd operates a **THREE STRIKE RULE**. The details are set out below:

STRIKE 1

A first strike will be given to any temporary worker whose work performance is deemed unsatisfactory. This includes the following:

- Failure to complete a job to the client's satisfaction.
- Persistent lateness.
- Failure to attend work without notifying the office by telephone.
- Any other relatively minor offence, including driving infringements.

STRIKE 2

A second strike will be given to any temporary worker whose performance remains a concern/continues to repeatedly commit offences after a First Strike has been awarded. In this instance, a formal one to one interview will take place between the Branch Manager and the temporary worker, to discuss the reason for the offences.

STRIKE 3

A third and final strike will be given to any temporary worker for failing to improve their performance following a second strike, and offences that constitute gross misconduct. In this instance, an interview will take place with the temporary worker and a full explanation given as to why a third strike and subsequent termination of the contract for services with Grafters Recruit Ltd is being implemented.

Gross misconduct

The following offences constitute gross misconduct and are punishable by instant termination of the contract for service with Grafters Recruit Ltd:

- Failure to disclose information at the time of registration pursuant to health issues which might affect your work and criminal record.
- Theft or unauthorised use of any property belonging to Grafters, its employees or clients.
- Negligence.
- Working whilst under the influence of non-prescribed drugs or alcohol.
- Consuming alcohol or taking non-prescribed drugs whilst on the premises of Grafters or any of its clients.
- Refusal to carry out reasonable instructions from authorised personnel.

Bonded labour

It is illegal in this country to ask for or expect payment from a worker for employment.

Should you be introduced to Grafters by any person who in return asks you for money, please inform a member of our office staff immediately.

It is also against the law for landlords to withhold passports from tenants.

Again, if you are subjected to this or any form of harassment, please inform Grafters staff.

[We are here to help you!](#)

Discrimination

Grafters is committed to a policy of Equal Opportunities for all employees and workers.

We treat everyone equally regardless of sex, sexual orientation, marital status, age, disability, race, colour, ethnic or national origin, religion, political beliefs or membership or non-membership of trade unions and place an obligation on all staff to respect and act in accordance with the policy.

Grafters Recruit Ltd will not accept instructions from clients that indicate an intention to discriminate unlawfully.

[Any worker who feels that they have suffered discrimination should raise the matter with a Director, or if they wish to discuss the matter with someone independent of the business they are free to contact in strictest confidence Mrs Shawn Colbourne on 01276 700617.](#)

Reporting accidents

When working on-site, you should familiarise yourself with the Health and Safety Guidelines of the Company in which you are working.

In the event of an accident occurring whilst you are on-site you should:

- Notify a qualified First Aider immediately and obtain treatment if necessary.
- Ensure that a report is made in the Accident Book. Advise a staff member of Grafters Recruit Ltd.



Grievance procedures

It is the policy of Grafters Recruit Ltd to ensure that temporary workers, with a complaint relating to their work, have a procedure which can help to resolve problems as quickly and as fairly as possible.

In the event of a complaint or concern, you should:

- Discuss it informally with a member of Grafters staff. We hope that the majority of concerns will be resolved at this stage.
- If you feel that the matter has not been resolved through informal discussions, you should put it in writing to the Branch Manager of the Grafters branch at which you are working.
- If you still feel that the matter has not been resolved at this stage, you should put it in writing to a Director of Grafters Recruit Ltd.

Further information regarding grievances can be found in Clause 11. of your Terms of Engagement of Temporary Workers.

Colleague declaration

I have been made aware of my responsibilities to health and safety in relation to section 7 of the Health and Safety at work act 1974 and also my duties as required under other Health and Safety legislation, mainly;

- Duties of Employees (section 7 HSAWA 1974)
- Take reasonable care of their own Health and Safety and to others (section 7 HSAWA 1974)
- Co-operate with employers in discharging their duties under statute (section 7 HSAWA 1974)
- Communicate with employers on Health and Safety matters (Reg. 14 management of Health and Safety at work regs 1999)
- The role of risk assessments and safe working practices.

I am aware of my responsibilities to health and safety and understand that I must follow these at all times and that I have had the opportunity to ask questions.

Smokefree

The smokefree law has been introduced to protect employees and the public from the harmful effects of secondhand smoke.

Key points are:

On July 1st 2007, the smokefree law was introduced. It is now against the law to smoke in virtually all 'enclosed' and 'substantially enclosed' public places and workplaces.



See below for definitions:

- Public transport and work vehicles used by more than one person must be smokefree at all times.
- No-smoking signs must be displayed in all smokefree premises and vehicles.
- Staff smoking rooms and indoor smoking areas are no longer allowed, so anyone who wants to smoke has to go outside.
- Managers of smokefree premises and vehicles have legal responsibilities to prevent people from smoking.

Any driver caught smoking in a company vehicle or in a non-designated smoking area may be prohibited from site. If you suspect someone has been smoking in a vehicle please notify a member of transport immediately!

Please be aware that electronic cigarettes are also not permitted to be smoked in company vehicles or non-designated smoking areas.

Pre employment drink and drug screening

The morning of your induction you will be required to attend a local chemist to provide a urine sample for a drink and drug test.

The chemist will have your result within a matter of minutes and as long as you pass you will then go onto your assessment.



Grafters and its clients operate a random drink and drug test policy. at any time during your assignment with grafters you may be required to provide a sample for testing.

:vehicle accidents

If you have a vehicle accident you need to notify the client and your grafters consultant immediately. You should never emit liability even if you are at fault. You need to take as many details at the scene of the accident as possible. i.e. Time and location of accident, vehicle registrations names and details of other people involved and if possible take some photo's.

[All accidents, no matter how minor must be reported immediately.](#)

Personal accidents

All personal accidents need to be reported at the time of the accident to the client and your Grafters consultant immediately and need to be recorded in the client's accident book.

Safe Manual

Introduction

Legislation

More than a 1/3 of injuries reported to the Health and Safety Executive are from incidents involving manual handling procedures. These injuries are costly to the employee and the employer. The Manual Handling Operations Regulations 1992 (Amended 2002) apply to any process where manual handling occurs. It offers a framework to help reduce the number of accidents and injuries from these procedures.



Types of injury

The back is a series of bones with a disk separating each vertebra. There are ligaments and muscles, which support the spine. Pain is a protective mechanism to warn you about potential harm to your body.

The types of injury that occur are:

1. Strains, both immediate and those that occur over time due to repeated movements.
2. Sprains, cuts and bruising, fractures and intra-vertebral disc injuries.



Anywhere in the musculo-skeletal system can be injured.

Risk Assessment

The purpose of a risk assessment is to:

1. Identify hazardous practices by looking at the Task, Load, and the Environment. Also to decide who is responsible by the process, to look at the existing controls and to decide if further interventions are necessary.

The person carrying out the assessment should:

1. Familiar with The Management of Health and Safety Regulations 1999, The Manual Handling Operations Regulations 1992 (Amended 2002) and any amendments or updates.
2. Familiar with the processes being carried out.
3. Competent to carry out the task.



The assessment should be written down and the recommendations acted upon where reasonable.

Employers & Employees

Employers duties

Employers should:

1. Assess the likely risk of injury with all manual handling operation occurring in the workplace.
2. Put in place a safe system of work.
3. Avoid the need for manual handling so far as reasonably practicable.
4. Reduce any remaining risk as far as reasonably practicable.
5. To provide information and training.
6. To re-assess any manual handling at regular intervals or, if anything in the risk assessment changes.



Employees duties

Employees must:

1. Follow a safe system of work.
2. Make proper use of equipment provided by the employer for manual handling.
3. Attend any training that is provided.
4. Not put either themselves or others at risk.
5. Report any accidents or near misses in line with the local policy.

Preventing back pain

As well as the processes above there are actions that you can take to help prevent back pain these are:

1. Keep your weight within normal limits for your height.
2. Try to maintain a good posture during all activities e.g. standing, sitting, and driving.
3. Stretch and warm up before activity.
4. Gentle stretching and exercise programmes can assist in building a strong back and a strong stomach to support it.
5. If you get back pain, stop the activity immediately and seek further advice from your medical practitioner. If the pain occurred during a work activity report the incident according to local policy.



Handling Techniques

Think - Plan

- Where am I going?
- What am I lifting?
- What are the options?
- Are there any aids available?
- Do I need help?
- Do I need to remove any obstructions?



Think - Feet

- Am I wearing suitable footwear?
- Place your feet apart to maintain a balanced posture.
- Place the leading foot slightly forward in the direction of travel.



Manual Handling

Task, Individual, may be harmed and to decide if

Load be: by at Work Regulations dates.

practicable.

Task

The whole task should be looked at from the beginning to the end. Some of these aspects need to be considered:

- Is it manageable?
- Can the height of the lift be made more suitable?
- Can the lifting be above the head or below the knees be avoided?
- Can twisting or repetitive movement be reduced?
- If repetitive movements are involved the weight of the load will need to be reduced.
- Does the operator need to hold the load away from their trunk, or need to push or pull?
- Can mechanical aids be used, e.g. trolleys, hoists, roller tracks or conveyers?

Individual

- Are they fit and trained to carry out the task?
- Does it require unusual capability?
- Does personal protective equipment need to be used with the hazard, and does this affect the movement or grip of the operator?
- Is the load a hazard to particular people e.g. pregnant workers?

Environment

- Is there enough space?
- Is it cold so that the touch sensation may be less?
- Is it very hot so that the hands may be sweaty and slip?
- Are there varying floor levels?
- Do different surfaces have to be crossed?
- Is the lighting suitable?
- Could something in the environment suddenly change e.g. a sudden gust of wind?

Load

- Is it an awkward shape?
- Is it heavy?
- Can the load shift; is it unstable or predictable?
- Are there handholds or can the packaging be made to include handholds?
- Is team handling required?
- Is the load hazardous e.g. hot, cold, sharp or a chemical?

Think – Grip

- Ensure the grip is secure.
- Are there suitable handholds?
- Is the load likely to slip?
- Keep arms within the boundary of the body.

Think – Lift

- Keep relaxed.
- The upward movement starts with the head.
- Make the movement as smooth and progressive as possible.
- Use the power of the legs.
- Keep the load close to the body.
- Keep the heaviest part towards you.
- If you need to turn, move the feet, don't twist the body.
- Put the load down then adjust it if necessary.

Think – Posture

- Keep the spine in its normal alignment.
- Bend from the knees but do not over flex them.
- Keep shoulders and knees in normal alignment.
- Keep the shoulders level.

and should not be used as a substitute for recognised training.

Terms of Engagement

All applicants to complete this section

1 DEFINITIONS

11 In these Terms of Engagement the following definitions apply:

Assignment	means the period during which the Temporary Worker is supplied to render services to the Client.
Client	means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985.
Employment Business	means GRAFTERS RECRUIT LIMITED of 49 High Street, Hoddesdon, Hertfordshire EN11 8TA.
Temporary Worker	means(PRINT NAME)
Relevant Period	means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.
Working Time	means working time as defined under the Road Transport (Working Time) Regulations 2005, namely, time consisting of those periods during which the Temporary Worker is at their workstation at the disposal of the Client and exercising his/her functions or activities, and that such periods of time are devoted to road transport activities, such as driving, loading, and unloading, assisting passengers boarding the vehicle, cleaning and maintenance of the vehicle, cargo and passengers or to fulfil the legal or regulatory obligations directly linked to the specific transport operations.
Periods of Availability	means periods of waiting time as defined under the Road Transport (Working Time) Regulations 2005, namely, periods of waiting time whose duration is known about in advance by the Temporary Worker. Such periods of time consist of time spent when the Temporary Worker is not required to remain at his/her workstation, but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance by the mobile worker, either before departure or just before the start of the period of availability in question.
Mobile Worker	is any worker forming part of the travelling staff who is in the service of an undertaking, which operates road transport services for passengers or the movement of goods;
EU Drivers Hours Rules*	means Community Drivers' Hours Regulation (3820/85/EEC)

12 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

13 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2 THE CONTRACT

21 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.

22 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 his remuneration in accordance with clause 41

23 No variation or alteration of these Terms shall be valid unless the details of such variation are agreed between the Employment Business 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.

3 ASSIGNMENTS

31 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as an industrial worker/driver. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

32 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: That the suitability of the work shall be determined solely by the Employment Business; and 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; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

33 At the same time as an Assignment is offered to the Temporary Worker the Employment Business 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, the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

3.5 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 Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

3.6 Temporary Workers who are mobile workers working in operations not subject to EU Drivers Hours Rules and Temporary workers who are not mobile workers will be subject to the Working Time Regulations 1998 (as amended). In order to calculate the average number of weekly hours worked on an assignment by such workers, the start date for the relevant averaging period under the Working Time Regulations 1998 (as amended) shall be the date on which the Temporary Worker commences the first Assignment.

3.7 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment 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 the Employment Business 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.

3.8 Temporary Workers who are mobile workers in operations that are subject to EU Drivers Hours Rules will be subject to the Road Transport (Working Time) Regulations 2005. For the avoidance of doubt, the relevant reference period to calculate average Working Time used by the Employment Business will be a 17-week reference period as specified in the Road Transport (Working Time) Regulations 2005. In certain circumstances, this reference period may be changed to a rolling 17-week reference period, in which case the employment business will notify the temporary worker in writing accordingly. In addition, the relevant reference period used by the Employment Business may be increased to 26 weeks if the Temporary Worker enters into a valid collective or workforce agreement with the Employment Business.

4 REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at the legal minimum hourly rate if any, that is applicable to you. 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 pursuant to Sections 44 - 47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make, unless the Minimum Wage for Unsatisfactory Performance Contract applies.

4.2 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

[For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998, the leave year commences on 1st January. The holiday leave year runs from 1st January to 31st December.]

5.1 If the statutory minimum leave is subsequently decreased or increased, then entitlement to leave under this clause will be decreased or increased so as to be set at the statutory minimum as it applies to any period in which work is carried out.

5.2 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.

5.3 Where a Temporary Worker wishes to take paid leave during the course of an assignment s/he should notify the Employment Business of the date of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.

5.4 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment. Payments for annual leave will be calculated on the basis of rates paid during a client's normal working hours i.e. those which do not attract overtime rates of pay.

5.5 In the course of any assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth his total holiday entitlement in each month of his leave year.

5.6 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.1 above.

5.7 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

6 SICKNESS ABSENCE

6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

6.2 If the Temporary Worker is unable to attend an assignment, they must inform the Employment Business of the fact of their absence and the full reasons for it within one hour of the start of the assignment on each working day of absence until they have provided the Employment Business with a medical certificate. If the Temporary Worker's sickness continues for more than 7 days (including weekends), the Temporary Worker must provide the Employment Business with a medical certificate by the eighth day of sickness or injury. Thereafter medical certificates must be provided weekly to the Employment Business to cover any continued absence. Immediately following the Temporary Worker's return to work after a period of absence due to sickness, the Temporary Worker is required to complete a self-certification form stating the dates of and details of sickness as this information is required by the Employment Business for calculating Statutory Sick Pay entitlement. Self-certification forms will be retained on the Employment Business's records.

6.3 For the purposes of the Statutory Sick Pay (S.S.P) scheme, the agreed "qualifying days" are Monday to Friday. However, if a Temporary Worker works on an intermittent basis, with no regular pattern of work, then the Temporary Worker must be absent on 4 consecutive Wednesdays in order to qualify for S.S.P.

6.4 By signing these terms, the Temporary Worker gives their explicit consent to the lawful processing of data relating to their health provided weekly in connection with this sickness absence clause.

7 TIMESHEETS

7.1 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 a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

7.2 Subject to clause 7.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3 Where the Temporary Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

7.5 Temporary Workers who are mobile workers working in operations not subject to EU Drivers Hours Rules and Temporary Workers who are not mobile workers will be subject to the Working Time Regulations 1998 (as amended). Such Temporary Workers' working time shall only consist of those periods during which he/she is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to Client's premises; lunch breaks and other than rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

7.6 Temporary Workers who are mobile workers working in operations that are subject to EU Drivers Hours Rules will be subject to Road Transport (Working Time) Regulations 2005. For the avoidance of doubt, for a Temporary Worker who is a mobile worker working in operations that are subject to EU Drivers Hours Rules, the number of hours worked by such a worker during a week comprises of total number of hours Working Time and the total number of hours spent as Periods of Availability and accordingly Temporary Workers will not be paid for such periods of time.

8 CONDUCT OF ASSIGNMENTS

8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business 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 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 or the Employment Business;
- (e) not at any time divulge 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 the Employment Business' employees, business affairs, transactions or finances.
- (f) Take all reasonable steps to comply with the Road Transport (Working Time) Regulations 2005.

8.2 If the Temporary Worker is unable for any reason to attend work during the course of an assignment, s/he should inform the Client and/or the Employment Business at least one hour before the commencement of the assignment or shift on the first day of absence to enable alternative arrangements to be made.

8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

9 TERMINATION

9.1 The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.

9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

9.3 If the Temporary Worker does not inform the Client or the Employment Business (in accordance with Clause 8.2) should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with Clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with Clause 8.2.

9.4 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above, the Employment Business will be entitled to terminate the contract in accordance with Clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

9.5 If the Temporary Worker does not report to the Employment Business to notify his or her availability for work for a period of three weeks, the Employment Business will forward his/her P45 to his last known address.

10 **STAKEHOLDER PENSION**

Since October 2001 employers are required to designate a registered stakeholder pension scheme to their employees. As a temporary worker with a contract for services, you are not an employee of the Employment Business and therefore we are not your employer for this purpose.

Therefore at our discretion and once you have worked for the Employment Business for a continuous period of 3 months, we may provide you with details of a scheme. For the avoidance of doubt this does not mean that you become an employee or are being treated as an employee of the Employment Business.

11 **GRIEVANCE**

If a temporary worker has a problem or concern about their assignment or working conditions they should aim to settle their grievance informally with the Consultant of the Employment Business responsible for that assignment.

If temporary worker's grievance cannot be settled informally, or a formal approach is preferable, the temporary worker should raise it formally with the Director of the Employment Business as follows:

111 Written Statement – The Temporary Worker must set out their grievance in writing and send this statement to the Director of the Employment Business.

112 Meeting – The Employment Business will invite the Temporary Worker to attend a meeting to discuss the grievance once the Employment Business has had a reasonable opportunity to consider its response to that information. After the meeting, the Employment Business will inform the Temporary Worker of its decision and work towards rectifying the issues raised where practicable.

12 **LAW**

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

I CONFIRM THAT THIS CONTRACT HAS BEEN EXPLAINED TO ME AND I FULLY UNDERSTAND ITS CONTENTS.

ROZUMIEN WARUNKI KONTRAKTU, KLORE ZOSTALY MI PIZEDSAWIONE (W DANY M KONTRAKCIE)

SIGNED BY THE TEMPORARY WORKER

SOUHLASIM TETO SMLOUVE BYLA MI PRELOZENA A PLNE SEM VSEMU ROZUMNEL

SI SUTARTIS BUVO PAASKINTA MAN IR AS PILNAI SUPRATAU JOS ESME

.....

DATE

Temporary confirmation

Temporary workers name

Grafters branch

Grafters contact

Grafters telephone number

Temporary workers signature

Date

By signing this you have read and understood our terms of engagement

Fully briefed and signed off for

Manual handling, lifting and carrying?

yes

no

Literacy and numeracy test

..... out of 10

Health and safety questionnaire

..... out of 5