

Work Finders Agreement

Resolve Recruitment services Limited are operating as an employment business.

This contract for Temporary staff is effective from the first day of your first assignment, not the date indicated below.

The contact for temporary staff is between Resolve Recruitment Services (hereinafter referred to as the contractor) AND Candidate name (hereinafter referred to as the worker) for employment as:

1. This contract for temporary staff does not give rise to a contract of employment. This is solely a temporary engagement as dictated by the client needs. During this time resolve recruitment will supply a contract of services.
2. **Holiday Entitlement** - The worker is entitled to holiday pay. The holiday year commences on the first day of your first assignment. Your holiday pay is calculated at 12.08% of your agreed hourly rate. This can be set aside or taken on top of your hourly rate as requested.
3. Holiday pay for the current week in which the worker works may be forfeited if the worker is dismissed through reasons of gross misconduct, or if the contractor does not receive at least one hour's notice of the worker's inability to commence an assignment previously offered by the contractor and accepted by the worker.
4. All payments to the worker are subject to deductions for the purpose of National Insurance contributions, PAYE and other deductions, which the Employment Business will be bound to make by law. Pay is structured in weekly intervals and a week in arrears.
5. For the avoidance of doubt, resolve recruitment limited will be solely liable for payments made to the work seeker, regardless of payment made by the client engaged by resolve making payment.
6. For all placements, the work seeker shall be paid no less than the entitlement outlines with government standards, as a minimum national living wage, although this will be defined, for more information please refer to WWW.DIRECT.GOV.UK

Definitions

"The Client" means the person, firm or corporate body requiring the services of the Worker.

"The assignment" means the period which the Worker is engaged by the Client to render services.

5. The Contractor agrees to offer the Worker opportunities to work as stated where there is suitable agreement with a Client for the supply of such work. These will be specific to the type of work that is discussed with the candidate during the application process and that the candidate is able to undertake and will consider any licensing OR Qualifications applicable to the specific role. example CE licenses would be applicable for all driving roles, whereas Class B Qualifications would be unable to vocationally drive any larger type of vehicle. Where suitable licenses are in place this will be discussed and documented onto the CRM as part of the vetting process. Regardless of Qualification resolve recruitment commits to paying a minimum of National living wage.
6. The Contractor reserves the right to offer any assignment to such Workers as it may elect where that assignment is suitable for several Workers.
7. The Contractor reserves the right to deduct from the Worker's wages any personal costs incurred by the Worker through the use of the Client's property and subsequently invoiced to the Contractor.
8. The Contractor reserves the right to deduct 4 hours pay for any candidate that does not complete or fulfil the assignment that has been accepted and agreed between the candidate and the contractor without at least 4 hours' notice prior to the assignment.
9. The Worker is under no obligation to accept any offer of work but if they do so they owe the Contractor the normal common law duties of an employee as far as they are reasonably applicable. The Worker shall at all times when services are due to the Client comply with the following instructions:
 - a. Not engage in any conduct detrimental to the interests of the contractor.
 - b. To afford the Client faithful service as would sustain a contract of Employment.
 - 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 any disciplinary rules or obligations enforce at the premises where services are preformed to the extent that they are reasonably applicable.
 - e. To comply with any reasonable instructions and requests within the scope of the agreed services made by the Contractor or the Client.
10. There is no obligation upon the Contractor to provide, or the Worker to serve any number of hours in any day or week.
11. Statutory sick pay is payable in accordance with current legislation. A completed self-sickness certificate must be completed for the first seven days of absence due to sickness. A signed doctor's statement for

any days in excess of seven days is required. Failure to produce a signed doctor's statement may result in statutory sick pay being delayed.

12. The nature of temporary work is such that there may be periods between assignments where no work is available.

13. The Contractor may instruct the Worker to end an assignment with the Client at any time.

14. A Worker who is unavailable other than the reason of sickness or agreed absence (such as holiday) for a period of one week or more will be deemed to have ended this Contract for Temporary staff if the Worker returns to work after this period, their employment will commence as if they were a new employee, and will be only be afforded such rights as if they had not previously worked for the Contractor.

15. The Contractor is responsible for passing onto the Worker information provided by the Client on any qualifications and skills that will be needed to enable the assignment to be carried out safely in addition to informing the Worker of and health and safety matters connected to the job.

16. The Client is required by law to treat the Worker as an employee for all health and safety matters. For example, the client must make sure that the Worker is made aware of its Health and Safety Policy in addition to informing the Worker of the Client's nominated Health and Safety Representative. The client is to ensure the Worker is wearing the protective clothing and equipment suitable for the designated assignment.

17. The Worker is required to co-operate with the Client on health and safety matters, report any accident or injury whilst on assignment to the Client and observe the Client's Health and Safety Policy, ensuring that any dangers observed are reported to the Client immediately. The Worker is to take all reasonable steps to safeguard their own safety and that of any person who may be affected by their actions. It is the Worker's responsibility to wear any protective clothing and equipment that they have been instructed to wear whilst carrying out the assignment.

18. It is the responsibility of the candidate to give a suitable and agreed notice period in relation to the termination of this agreement. This should be no less than 4 hours prior to assignment, but endeavours should be made to increase this to as much as possible.

19. on the termination of any assignment, it is the responsibility of resolve recruitment to give as much notice as is possible and in alignment with that of the contractor. Where fixed placements are in place, this should be as long a period as possible, for adhoc positions where this isn't always as frequent, this will be as soon as the contractor makes this information available.