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Paramount Direct Hire Temporary Workers Terms of Engagement (PAYE)

1. BACKGROUND

1.1 This document describes the Terms of Engagement for the Paramount Direct Hire Service for Temporary Workers

1.2 The Contractor tenders for and is appointed by its Clients to complete a project for specified works at a certain site or location.

1.3 The Temporary Worker has skills and abilities which may from time to time be available to the Contractor (“the Services”).

1.4 The “Assignment” means the period during which the Temporary Worker is supplied to render Services to the Client.

1.5 The Employment Business introduces the Temporary Worker to the Contractor to provide the Services. The Employment Business means Paramount Construction Recruitment Limited (registered company no. 10155169) of Postmill House, Windmill Lane, Wheatley, Oxfordshire, OX33 1TA.

1.6 The Contractor and the Temporary Worker (“the Parties”) agree that if the Temporary Worker offers to make his services available and is engaged by the Contractor, when the Temporary Worker provides the Services to the Contractor for an Assignment, such provision of Services shall constitute a separate and distinctive engagement between the Parties.

1.7 The Employment Business has no responsibilities to the Parties for the fulfilment of or payment for the Services

1.8 “Agency Legislation” means Chapter 7, Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) as amended and Social Security (Categorisation of Earners) (Contribution)(Amendment) Regulations 2014.

2. ASSIGNMENTS

2.1 The Contractor will endeavour to obtain suitable Assignments for the Temporary Worker to work. The Temporary Worker shall not be obliged to accept an Assignment offered by the Contractor.

2.2 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 to be offered shall be determined solely by the Contractor; that the Contractor 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 Contractor during periods when the Temporary Worker is not working on an Assignment.

2.3 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.



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3. REMUNERATION

3.1 The Contractor shall pay to the Temporary Worker remuneration calculated at a minimum 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 (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Contractor may be required by law to make.

3.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Contractor for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

3.3 The Employment Company has no responsibility for paying remuneration to the Temporary Worker, which is the sole responsibility of the Contractor.

4. STATUTORY LEAVE

4.1 For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment.

4.2 The annual leave granted under these terms will always be the statutory minimum as it is from time to time.

4.3 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.

4.4 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.

4.5 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.

5. TIME SHEETS

5.1 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 Contractor a time sheet 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 Contractor.

5.2 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 Contractor's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

6. CONDUCT OF ASSIGNMENTS

6.1 The Temporary Worker is not obliged to accept any Assignment offered by the Contractor but if s/he does so, during every Assignment and afterwards where appropriate, s/he will: – a) Co-operate with the Contractor's reasonable instructions and accept the direction, supervision and control of



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any responsible person in the Contractor's organisation; b) Observe any relevant rules and regulations of the Contractor'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 be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Contractor; d) Not engage in any conduct detrimental to the interests of the Contractor.

6.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Contractor within one hour of the commencement of the Assignment or shift.

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

6.4 The Employment Business isn't, in anyway, responsible for the performance of the Temporary Worker or delivery of the Service.

7. TERMINATION

7.1 The Contractor may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

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

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

8. LAW

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