

THORN BAKER REGISTRATION DOCUMENT PART 2

This document is the second of the two part registration pack and should be read in detail and kept for further reference.

It is essential that you read the information because you are asked in Part 1 of the registration pack to sign a declaration confirming you have done so.

Please Note: The bulk of the information contained within this booklet relates to those seeking temporary assignments. However key sections refer to permanent positions so please read carefully.

ANNESLEY / HUCKNALL

T: 07970 911 949 / 07790 607 740
E: annesley@thornbaker.co.uk

BIRMINGHAM

T: 0121 633 8000
E: birmingham@thornbaker.co.uk

BRISTOL

T: 0117 203 3444
E: bristol@thornbaker.co.uk

CHESTERFIELD

T: 01246 229 222
E: chesterfield@thornbaker.co.uk

LEEDS

T: 0113 2444 111
E: leeds@thornbaker.co.uk

LEICESTER

T: 0116 429 3102
E: leicester@thornbaker.co.uk

MANSFIELD

T: 01623 656 555
E: mansfield@thornbaker.co.uk

NOTTINGHAM

INDUSTRIAL: 0115 947 2005
FM: 0844 406 0086
CONSTRUCTION: 0115 950 2931
E: nottingham@thornbaker.co.uk

SUTTON IN ASHFIELD

T: 07443 993 728 / 07443 993 732
E: sutton@thornbaker.co.uk

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ABOUT THORN BAKER

If you are reading this it is highly likely that you are registering with Thorn Baker for the first time, so welcome. We hope it is a positive experience for you.

We've been established since 1988, and have since grown to be a multi-branch Recruitment Agency serving candidates and companies throughout the country. Thorn Baker operates in general industry sectors - Industrial, Construction and Facilities Management. We are independently owned and therefore not part of some of the larger groups that our competitors are - we are very aware that we owe our success to the quality of our agency workers and we want to ensure we are your first choice.

You may want to use our services on a regular basis or just a one-off - whatever you want to do, we aim to find you the best possible opportunities. The work we do on your behalf is always free of charge and regardless of whether it is for temporary assignments or permanent placements, our service to you should always be first class.

In addition to the above, we are accredited by the REC (Recruitment and Employment Confederation) and APSCO (Association Of Professional Staffing Companies). This gives you the confidence that we operate to the highest standards of integrity and professionalism in the recruitment industry.

Please read this booklet carefully and in detail as you will be required in Part 1 of the Registration Document to sign a declaration that you have done so.

PERSONAL DETAILS

Please ensure that all personal details we hold for you remain accurate and up to date. This includes your contact information, emergency contact details, and any documentation relating to your right to work in the UK.

It is your responsibility to inform us immediately if there are any changes to your personal circumstances that may affect your employment status or ability to work. This includes, but is not limited to, updates to your phone number, email address, home address, right to work status, or any changes in your availability or eligibility for work. Keeping us informed ensures we can continue to communicate with you effectively and maintain full compliance with legal and regulatory requirements.

**** Important Information About Previous Work Assignments****

When discussing new assignments with us, please let us know if you have worked with the client in a similar role within the past 12 months. This information helps us ensure compliance and streamline the process for you.

Your transparency is essential, so if you've previously worked for the client, simply inform us during the assignment discussion.

Additionally, it is your responsibility to inform us of any changes to your personal information (such as address, contact details or right-to-work status) or personal circumstances that may affect your availability or suitability for work. Keeping us updated helps us support you better and avoid any unnecessary delays.

Thank you for your cooperation!

For further information and latest news please visit our website www.thornbaker.co.uk

PAYMENT

Thorn Baker has its own in-house payroll department which provides its services free of charge. We charge no commission to you nor do we make any unlawful deductions from your wages. We will make all necessary deductions for tax and National Insurance.

For each assignment you attend you will be issued with a confirmation of assignment giving full details and hourly rates of pay. Your gross payment will be calculated in line with these rates and the hours indicated on your timesheet. Payment is made by Bacs to arrive in your account on a Friday.

You will be paid at either the National Minimum Wage rate, the National Living Wage rate (dependent upon your age) or higher. Your rate will be confirmed to you both verbally and in writing at or before the beginning of each new assignment you undertake.

We only pay wages into bank accounts owned by the individual. Payments to another person's account will cause delays, and wages cannot be paid by cheque. We will not accept bank details or changes to bank details over the phone. They must be put in writing and received by the 5pm Monday timesheet deadline for payment on the Friday.

Timesheets must be returned to your Thorn Baker office by no later than 5pm on the Monday following the week worked. This registration pack will include a number of timesheets and pre-paid first class return envelopes for this purpose.

Timesheets must be filled in correctly with breaks deducted and signed by the hirer. If you send your timesheet by fax, please post the original after removing the top copy for your records.

With certain hirers, we may make arrangements to receive bulk/multiple timesheets or receive hours via email. Should this be the case you will be informed accordingly.

Late timesheets will not be processed until the following week. We are not trying to be awkward, but we pay approximately 2,000 workers per week and we ensure that everyone who submits their timesheet on time will be paid on time.

Please take responsibility for making sure you get your timesheet to us on time. If you need assistance we will always help. Call your consultant and they will advise.

Any attempt to submit fraudulent timesheets will result in police involvement and we will prosecute accordingly. Additionally, we can only process payments to bank accounts that are registered in the employee's name. Any attempts to direct wages to a third party's account may result in delays in payment. Please note that we are unable to issue wage payments via cheque.

You will receive your pay advice by email each Thursday.

HOLIDAYS

All agency workers are entitled to the equivalent of 5.6 weeks holiday during each holiday year (including bank holidays).

You will accrue this entitlement in proportion to the number of hours worked during the pay period at a rate of 12.07%. In order to apply for any holiday during your temporary assignment you must obtain and return a holiday request form. Please give as much notice as possible for holidays, but the absolute minimum notice that is required is double the time required off, e.g. One weeks holiday requires two weeks notice. All holiday must be claimed in the year in which it is accrued, with entitlement lapsing at the end of the leave year.

Holiday request forms will be provided by your Consultant on request.

HEALTH & SAFETY

Company Policy:

The Thorn Baker Health & Safety Policy describes the way in which it will meet its responsibilities under the Health & Safety Act 1974, and other relevant legislation. The hirer's and Thorn Baker's Health & Safety Policies should be used by you if you have any questions that relate to health & safety, especially what to do if you have any concerns.

Responsibility of Agency worker:

All Agency workers have a responsibility for health & safety under sections 7 & 8 of the Health & Safety at Work Act 1974. When working for the hirer's, you are required to fulfil the contents and spirit of the hirer's policy to the best of your ability. You must also use equipment provided in the interests of health & safety and for the purpose it was intended. In particular, you should not act in a manner, nor ignore a potential or actual hazard, which is likely to cause an accident to yourself or other members of staff or the public. Agency workers must cooperate with hirers in meeting statutory requirements and approved codes of practice.

Assignment Information:

You must attend any required induction at the location you are working. You must make yourself aware of the control measures contained in any risk assessments carried out on the premises and safe working methods resulting from these assessments.

Accident Reporting:

You should record any accident, near miss or injury in the accident book held by the hirer at the location where you are working. You should request that this information is forwarded to Thorn Baker.

Communication:

If you have any health & safety concerns or questions you should contact the person you report to or Thorn Baker.

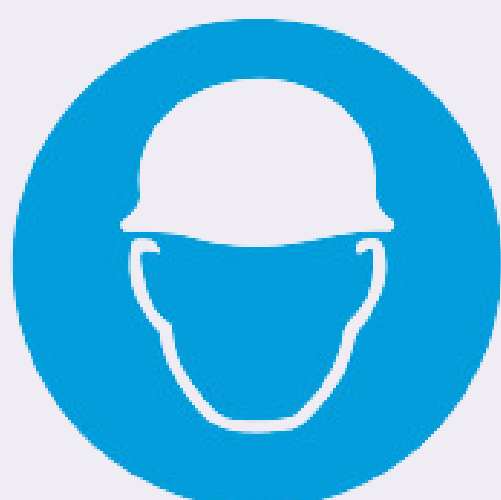
Acknowledgement:

In line with our Health & Safety Policy, you must sign the declaration contained on page 17 in Part 1 of the two part registration document.

PPE

Thorn Baker provides assignments in a diverse range of industries, from office to warehouse, and construction sites to food production. Many roles will require you to wear personal protective equipment and this will always be communicated to you before you start an assignment.

For the Construction industry, you MUST wear SAFETY FOOTWEAR, HARD HAT and a HIGH VISIBILITY vest or jacket.



**HARD HATS, SAFETY FOOTWEAR AND HIGH VISIBILITY JACKETS
MUST BE WORN AT ALL TIMES BEYOND THIS POINT**

DATA PROTECTION

Please be aware that in the interests of finding you work and in order to fully protect your health & safety whilst on assignments we process data for legal, administration and management purposes. We also make such information available to our advisors and payroll administration as well as hirers and regulatory authorities. Thorn Baker will handle your personal data confidentially in accordance with applicable data protection laws.

You do have the right to request your details be removed for our system, please refer to our privacy policy: www.thornbaker.co.uk/legal_documents/privacy_policy.

CONFIDENTIALITY

Please be aware that in the interests of finding you work and in order to fully protect your health & safety whilst on assignments we process data for legal, administration and management purposes. We also make such information available to our advisors and payroll administration as well as hirers and regulatory authorities. Thorn Baker will handle your personal data confidentially in accordance with applicable data protection laws.

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DRUGS & ALCOHOL

Agency workers on assignment who are found to be, or suspected to be, under the influence of drugs or alcohol will be removed from the hirer's premises and may have their assignment terminated.

PENSION PROVISION

Thorn Baker will automatically enrol you in to a pension scheme provided by NOW pensions after 13 weeks continuous service as a temporary worker. You will receive enrolment information from NOW pensions to your designated email address shortly after the commencement of your first assignment.

COMPLIMENTS & COMPLAINTS

Thorn Baker Group strives to provide excellent service to temporary workers, applicants, and clients. We recognise achievements and address any service issues promptly.

COMPLIMENTS

To compliment an individual or team, contact the relevant branch by phone or email, mentioning the individual's name and what they did well. Your comments will be shared with the individual, their manager, and a director.

COMPLAINTS

If service standards are not met, please contact your consultant or their manager. If unresolved or serious, submit a formal complaint in writing, including details of the incident, individuals involved, evidence, and desired outcome. Direct the complaint to the manager or relevant director, with team-specific contact links on our website.

FORMAL COMPLAINT HANDLING

Complaints are acknowledged within 48 hours and investigated by a director, with weekly progress updates and a full response within 14 days.

FURTHER ESCALATION

If dissatisfied with the outcome, you may appeal to another director and, if still unresolved, to the Recruitment and Employment Confederation (REC) for further assistance. Full policy available here:

www.thornbaker.co.uk/legal_documents/privacy_policy

MODERN SLAVERY AWARENESS & SUPPORT

Modern slavery can take many forms, and recognising the signs of labour exploitation is essential. Some indicators that someone may be exploited or controlled include:

- Receiving little or no payment for work;
- Being forced to work long hours with no time off;
- Lacking access to a passport, identity documents, or money;
- Inability to communicate freely;
- Living in poor accommodation;
- Having untreated injuries;
- Accumulating debt for transport or unwanted services;
- Relying on their employer for work, travel, and accommodation.

To learn more about recognising signs of exploitation, visit www.gla.gov.uk

Report Concerns or Get Support.

If you have concerns about exploitation or are not receiving the pay and conditions you are entitled to, please reach out to your consultant or the GLAA.

- Helpline: Call our free, confidential line at 0800 432 0804
- Email: intelligence@gla.gov.uk
- Website: www.gla.gov.uk

In emergencies, where there is immediate risk to life or if violence is involved, please contact the police by dialling 999.

WHISTLE BLOWING POLICY

Thorn Baker Group Whistle-Blowing Policy for Temporary Workers. Our full policy is [here](#)

At Thorn Baker, we believe in honesty and integrity in everything we do. If you notice something that doesn't seem right, our Whistle-Blowing Policy lets you report it confidentially.

How to Report a Concern

- **Speak Up:** You can raise any concerns directly with your Line Manager, or the Consultant responsible for managing your assignment.
- **Next Steps:** If the issue is serious or you don't feel comfortable talking to your Line Manager or Consultant, you can contact our Whistle-Blowing Officers:
 - Paul Jackman (CEO): paul@thornbaker.co.uk
 - John Robinson (Chairman): john@thornbaker.co.uk

MENTAL HEALTH & WELLBEING SUPPORT

At Thorn Baker Group, we prioritise mental health and wellbeing. That's why we've partnered with **Able Futures** to provide free, confidential mental health support to our Temporary Workers.

WHO CAN BENEFIT?

If you're facing challenges that affect your mental health at work, Able Futures can help. Their services include nine months of guidance from a mental health specialist, offering tools to help you look after your wellbeing, build resilience, learn coping mechanisms, and even access therapy. Able Futures can also work with your employer to make helpful adjustments, so you can experience more good days at work.

NO COST, NO WAITING, FULLY CONFIDENTIAL

This service is free, with no waiting list, and completely confidential.

CONTACT DETAILS

To start receiving support, call Able Futures free at 0800 321 3137 or visit www.able-futures.co.uk for more information.

Remember, support is available whenever you need it.

SEXUAL HARASSMENT POLICY

Thorn Baker Group maintains a zero-tolerance policy on sexual harassment and is committed to safeguarding all employees, including temporary workers and internal staff, from harassment in the workplace. Thorn Baker Group will take reasonable steps to prevent harassment and ensure a safe working environment.

If you believe you have experienced sexual harassment, you are encouraged to report it immediately to the client, your consultant, or Thorn Baker manager. All employees and temporary workers are required to comply with Thorn Baker Group's Sexual Harassment Policy. Any breach of this policy will result in appropriate action being taken.

For full details, please refer to our Sexual Harassment Policy Temporary Workers [here](#) which you have reviewed.

REQUESTS FOR INFORMATION

INFORMAL PROCEDURE

We would encourage you to talk to us if at any time you believe that any of your entitlements under the Agency Workers Regulations 2010 (“AWR”) have been infringed. We will try to resolve your concerns and, where necessary, we will liaise with the hirer on your behalf.

If your concerns cannot be resolved informally, you are entitled to follow the following formal procedures.

FORMAL PROCEDURE

If you have completed your qualifying period on a particular assignment (as defined in the attached Terms of Engagement) and you believe that Thorn Baker or the hirer for whom you have been working on that assignment may have infringed your rights to basic working and employment conditions under the AWR, you may make a written request for information.

You should put your request in writing and address it to the Compliance Manager at Thorn Baker.

We will respond to you within 28 days of receiving your request. Our response will be in writing and will set out:

- 1** relevant details of the basic working and employment conditions of the hirer’s workers;
- 2** the factors that we took into account when deciding what basic working and employment conditions should be applied to you at the time at which you believe that your rights were infringed; and
- 3** where we believe that you have been treated in the same way as a comparable employee of the hirer, the reasons why we believe that person is a comparable employee, and details of the relevant terms and conditions of that employee.

If you have made a request in accordance with this procedure and we have not provided you with a written response within 28 days, you may make a written request to the hirer for a written statement containing information relating to the relevant basic working and employment conditions of the hirer’s workers. The hirer must respond to you within 28 days of receiving your request.

Whether or not you have completed your qualifying period, if you believe that the hirer has failed to provide you with access to collective facilities and amenities, or information about the hirer’s relevant vacant posts, in accordance with your entitlement under the AWR, you should raise the matter in writing direct with the hirer.

TERMS OF ENGAGEMENT

TERMS OF ENGAGEMENT CONTRACT FOR SERVICES FOR AGENCY WORKER

(TERMS OF ENGAGEMENT)

1 DEFINITIONS

1.1
In these Terms of Engagement the following definitions apply:

“Agency Worker”	NAME: TYPE OF WORK SOUGHT:
“AWR”	means the Agency Workers Regulations 2010;
“AWR Pay Rate”	means the rate of pay, as confirmed in writing by the Employment Business, that will be paid to the agency worker if and when they complete the Qualifying Period. Such rate will be paid for each hour worked during an assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions which the employment business may be required to make by law in particular in respect of PAYE and class 1 National Insurance contributions and any deductions that the agency worker has agreed may be made to their pay;
“Assignment”	means the assignment services to be performed by the agency worker for the hirer for the period during which the agency worker is supplied by the employment business to work temporarily for and under the supervision and direction of the hirer;
“Emoluments”	means any pay in addition to the AWR Pay Rate;
“Employment Business”	means Thorn Baker Limited;
“First Assignment”	means the assignment; or if, prior to the assignment the agency worker has worked in any assignment in the same role with the Hirer as the role in which the agency worker works in the assignment, and the relevant qualifying period commenced during such assignment, that assignment;
“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body to whom the agency worker is supplied or introduced;

“Regular Pay Rate”

means, unless and until the agency worker has completed the qualifying period, the rate of pay, as confirmed in writing by the employment business, which will be paid for each hour worked during an assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions which the employment business may be required to make by law in particular in respect of PAYE and class 1 National Insurance contributions and any deductions that the agency worker has agreed may be made to their pay. You will be paid at either the National Minimum Wage rate, the National Living Wage rate (dependent upon your age) or higher. Your rate will be confirmed to you both verbally and in writing at or before the beginning of each new assignment you undertake;

“Qualifying Period”

means 12 continuous weeks during the whole or part of which the agency worker is supplied by one or more temporary work agencies to the hirer to work temporarily for and under the supervision and direction of the hirer in the same role, and as further defined in the schedule;

“Relevant Period”

means the longer period of either 14 weeks from the first day on which the agency worker worked for the hirer, or 8 weeks from the day after the agency worker was last supplied by the employment business to the hirer;

“Temporary Work Agency”

has the meaning set out in the schedule;

“Week”

means any period of seven days starting with the same day as the first day of the first assignment;

“WTR”

means the Working Time Regulations 1998;

“Leave Year”

means the period during which the Agency Worker accrues and may take statutory leave commencing from the date of commencement of their first assignment.

1.2

Unless the context otherwise requires, references to the singular include the plural.

1.3

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

2 THE CONTRACT

2.1

These terms constitute a contract for services between the employment business and the agency worker and they govern all assignments undertaken by the agency worker. However, no contract shall exist between the employment business and the agency worker between assignments.

2.2

For the avoidance of doubt, these terms shall not give rise to a contract of employment between the employment business and the agency worker. The agency worker is engaged as a worker, although the employment business is required to make statutory deductions from the agency worker's remuneration.

2.3

No variation or alteration to these terms shall be valid unless the details of such variation are agreed between the employment business and the agency worker and set out in writing and a copy of the varied terms is given to the agency worker stating the date on or after which such varied terms shall apply.

3 ASSIGNMENTS

3.1

The employment business will endeavour to obtain suitable assignments for the agency worker relevant to their skills. The agency worker shall not be obliged to accept an assignment offered by the employment business.

3.2

The agency 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 employment business; that the employment business shall incur no liability to the agency 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 agency worker and the employment business during periods when the agency worker is not working on an assignment.

3.3

At the same time as an assignment is offered to the agency worker the employment business shall inform the agency worker of: the identity of the hirer and the nature of its 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 agency worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the agency worker; and any risks to health & safety known to the hirer and the steps the hirer has taken to prevent or control such risks. In addition the employment business shall inform the agency worker what experience, training, qualifications and any authorisation required by law or a professional body that the hirer 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 agency worker is being offered an assignment in the same position as one in which the agency worker had previously been supplied within the previous five business days and such information has already been given to the agency worker.

3.5

For the purpose of calculating the average number of weekly hours worked by the agency worker on an assignment, the start date for the relevant averaging period under the Working Time Regulations shall be on the date on which the agency worker commences the first assignment.

3.6

If, before the first assignment, during the course of an assignment or within the relevant period the hirer wishes to employ the agency worker direct or through another

employment business, the agency worker acknowledges that the employment business will be entitled either to charge the hirer a fee or to agree an extension of the hiring period with the hirer at the end of which the agency worker may be engaged directly by the hirer or through another employment business without further charge to the hirer. In addition the employment business will be entitled to charge a fee to the hirer if the hirer introduces the agency worker to a third party who subsequently engages the agency worker within the relevant period.

3.7

If the agency worker has completed the qualifying period by the start date of an assignment, or if the agency worker completes the qualifying period during an assignment, and if as a result of the AWR the agency worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks which are different and preferential to rights and entitlements under the WTR, the employment business will inform the agency worker in writing of any such terms and conditions.

3.8

If the agency worker considers that they have not or may not have received equal treatment under the AWR, the agency worker must raise this in writing with the employment business in accordance with the Requests for Information procedure contained in the Candidate Registration Document Part 2, setting out as fully as possible the basis of their concerns.

4 REMUNERATION

4.1

The employment business shall pay to the agency worker the pay rate unless and until the agency worker completes the qualifying period. The pay rate will be notified on a per assignment basis in writing by the employment business.

4.2

If the agency worker has completed the qualifying period on the start date of an assignment, or if the agency worker completes the qualifying period during an assignment, the employment business shall pay to the agency worker the AWR pay rate and the emoluments (if any), which will be notified on a per assignment basis in writing by the employment business.

4.3

Subject to any statutory entitlement under the relevant legislation, the agency worker is not entitled to receive payment from the employment business or hirers for time not spent on assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

4.4

If the agency worker has completed the qualifying by the start date of an assignment or if the agency worker completes the qualifying period during an assignment, the agency worker may be entitled to receive a bonus. The agency worker will comply with any requirements of the employment business and/or the hirer relating to the assessment of the agency worker's performance for the purpose of determining whether or not the agency worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the agency worker is entitled to receive a bonus, the employment business will pay the bonus to the agency worker.

5 STATUTORY LEAVE (ACCRUED HOLIDAY PAY)

5.1

For the purpose of calculating entitlement to paid annual leave pursuant to the WTR under this clause, the leave year commences on the first day of the first week of engagement.

5.2

The annual leave granted under these terms will always be the statutory minimum. Under the WTR, the agency worker is entitled to 5.6 weeks holiday per year (including all public holidays in England and Wales). 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.

5.3

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.

5.4

Where an agency worker wishes to take paid leave during the course of an assignment they should notify the employment business of the dates of their intended absence giving notice of at least twice the length of the period of leave that they wish to take. In certain circumstances the employment business may give counter-notice to the agency worker to postpone or reduce the amount of leave that the agency worker wishes to take and in such circumstances the employment business will inform the agency worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

5.5

The Agency Worker's entitlement to payment for annual leave accrues in proportion to the amount of time worked by them on Assignment during the pay period at the rate of 12.07%, excluding irregular overtime or other payments or hours that are not mandatory for, or an intrinsic part of, the assignment.

5.6

Where this contract is terminated by either party, the agency 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 5.5 above. The agency worker must notify the employment business in writing that the contract is terminated and request payment for all untaken leave.

5.7

1.1 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the agency worker's status as a worker.

6 SICKNESS ABSENCE

6.1

The agency worker may be eligible for Statutory Sick Pay provided that they meets the relevant statutory criteria.

6.2

The agency worker is required to provide the employment business with evidence of incapacity to work which may be by way of a self-certificate for the first seven days of incapacity and then a doctor's certificate or a Statement of Fitness for Work (a "Statement").

7 TIME SHEETS

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 agency worker shall deliver to the employment business 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 hirer.

7.2

Subject to clause 7.3 the employment business shall pay the agency worker for all hours worked regardless of whether the employment business has received payment from the hirer for those hours. The employment business shall issue payment for all hours worked, less any statutory deductions, into the bank account nominated by the worker on the Friday following the working week i.e. one week in arrears. The employment business shall accept no liability for delays or lost payments caused by invalid bank account details being given to the employment business by the worker.

7.3

The employment business shall pay the agency worker for all hours worked regardless of whether the employment business has received payment from the hirer for those hours. The employment business shall issue payment for all hours worked, less any statutory deductions, into the bank account nominated by the agency worker on the Friday following the working week i.e. one week in arrears. The employment business shall accept no liability for delays or lost payments caused by invalid bank account details being given to the employment business by the worker.

7.4

Where the agency 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 agency worker and the reasons that the hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the agency worker. The employment business shall make no payment to the agency worker for hours not worked.

7.5

For the avoidance of doubt and for the purposes of the Working Time Regulations, the agency worker's working time shall only consist of those periods during which they are carrying out activities or duties for the hirer as part of the assignment. Time spent travelling to the hirer's premises, lunch breaks and other rest breaks shall not count as part of the agency worker's working time for these purposes.

8 CONDUCT OF ASSIGNMENTS

8.1

The agency worker is not obliged to accept any assignment offered by the employment business but if they do so, during every assignment and afterwards where appropriate, they will:

8.1.1

Co-operate with the hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the hirer's organisation;

8.1.2

Observe any relevant rules and regulations of the hirer's establishment (including normal hours of work) to which attention has been drawn or which the agency worker might reasonably be expected to ascertain;

8.1.3

Take all reasonable steps to safeguard his or her own health & 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 & safety policies and procedures of the hirer;

8.1.4

Not engage in any conduct detrimental to the interests of the hirer;

8.1.5

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 hirer's or the employment business' employees, business affairs, transactions or finances.

8.1.6

Not engage in any form of sexual harassment, as defined by the Worker Protection (Amendment of Equality Act 2010) Act 2023. The temporary worker further agrees to fully cooperate with any investigation into allegations of sexual harassment, including providing information and participating in interviews as required.

8.2

If the agency worker accepts any assignment offered by the employment business, as soon as possible prior to the commencement of each such assignment and during each assignment (as appropriate) and at any time at the employment business' request, the agency worker undertakes to:

8.2.1

Inform the employment business of any weeks between 1 October 2011 and prior to the date of commencement of the relevant assignment and/ or during the relevant assignment in which the agency worker has worked in the same or a similar role with the relevant hirer via any third party and which the agency worker believes count or may count toward the qualifying period;

8.2.2

Provide the employment business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the employment business; and

8.2.3

Inform the employment business if, since 1 October 2011, they have prior to the date of commencement of the relevant assignment and/or during the relevant assignment:

8.2.3.1

Completed two or more assignments with the hirer;

8.2.3.2

Completed at least one assignment with the hirer and one or more earlier assignments with any member of the hirer's group; and/or

8.2.3.3

Worked in more than two roles during an assignment with the hirer and on at least two occasions worked in a role that was not the same role as the previous role.

8.3

If the agency worker is unable for any reason to attend work during the course of an assignment, they should inform the hirer and the employment business within one hour of the commencement of the assignment or shift.

8.4

If either before or during the course of an assignment, the agency worker becomes aware of any reason why he may not be suitable for an assignment, he shall notify the employment business without delay.

9 TERMINATION

9.1

The employment business or the hirer may terminate an assignment at any time without prior notice or liability.

9.2

The agency worker may terminate an assignment at any time without prior notice or liability.

9.3

If the agency worker does not inform the hirer or the employment business in accordance with clause 8.3 should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the agency worker in accordance with clause 9.2 unless the agency worker can show that exceptional circumstances prevented him or her from complying with clause 8.3.

9.4

If the agency worker is absent during the course of an assignment and the assignment has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 the employment business will be entitled to terminate the assignment in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the agency worker.

9.5

If the agency worker does not report to the employment business to notify their availability for work for a period of six weeks, the employment business will forward their P45 to their last known address.

9.6

Issuance of a P45 does not constitute a termination of the Contract for Services

9.7

The agency worker may terminate the Contract for Services at any time by notifying The Agency in writing.

10 LAW

10.1

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

SCHEDULE

QUALIFYING PERIOD

For the purpose of the definition of “Qualifying Period” in clause 1.1 of these terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

a.

The Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;

b.

The break is:

i

For any reason and not more than six Weeks;

ii

Wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;

iii

Related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;

iv

Holly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:

- Ordinary, compulsory or additional maternity leave;
- Ordinary or additional adoption leave;
- Ordinary or additional paternity leave;
- Time off or other leave not listed in paragraphs (iv) i, ii, or iii above; or
- For more than one of the reasons listed in paragraphs (iv) i, ii, iii to iv above;

v

Wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Weeks or less;

vi

Wholly due to a temporary cessation in the Hirer’s requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;

vii

Wholly due to a strike, lock-out or other industrial action at the Hirer’s establishment; or

viii

Wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and

c

The Agency Worker returns to work in the same role with the Hirer,

Any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break.

In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i, ii, or iii, for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of “Qualifying Period”.

TEMPORARY WORK AGENCY

“Temporary Work Agency” is defined in Regulation 4 of the AWR and means a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- a**
Supplying individuals to work temporarily for and under the supervision and direction of hirers; or
- b**
Paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a “hirer” means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.



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