

Equal opportunities

Tom Orange Ltd operates an equal opportunities policy. This means that we will not unlawfully discriminate, directly or indirectly, against people on the grounds of their sex, marital status, age or disability, or on the grounds of race, colour, nationality, political opinions or religious beliefs, advertising, selecting, offering training or providing benefits and services. TomOrange Ltd will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy. The following is for Tom Orange Ltd monitoring purposes only and is voluntary. If you do not wish to complete this section please note that this will in no way prejudice your application.

Please Sign:

Other (please specify):

Data protection statement

The information that you provide on this form and on any CV given to Tom Orange Ltd will be used to provide you with work finding services. In providing this service to you, you consent to your personal data being included on a computerised database and consent to us transferring your personal details to our clients, other Tom Orange Ltd Branches, to subcontractors who may perform services on our behalf, and where we are otherwise required to do so, such as a court order.

We may check the information collected, with third parties or with other information held by us. We may also use or pass to certain third parties information to present or detect crime, to protect public funds, or in any other way permitted or required by law.

Declaration

I authorise Tom Orange Ltd to take references and to give its clients relevant information relating to my employment details or this application. I give Tom Orange permission to obtain a credit or security reference for the purpose of assignment to work involving access to cash or valuables. I give Tom Orange Ltd permission to use information given on this form only for any purposes directly related to finding me employment applied. I confirm that to the best of my knowledge the information given on this form is correct. I understand that any misrepresentation or omission of any material fact or deception will be cause for immediate cancellation of consideration for employment or dismissal if I am already in employment.

If, during the course of a temporary assignment, the Client wishes to employ me directly, I acknowledge that TomOrange Ltd will be entitled either to charge the client an introduction/transfer fee, or to agree an extension of the hiring period with the Client (after which I may be employed by the Client without further charge being applicable to the Client).

Please complete signature:

Name:

Date:

Driving experience

Please tick if you have had experience in any of the following:

| | | | | |
|-------------------|---------------|-----------------|------------|--------------|
| 'A' Frame | Draw bar | Moffet forklift | Ropes | Tail lift |
| ADR | Flat bed | Multi-drop | Royal mail | Tanker |
| Building supplies | Gas fridge | Nights out | Semi-auto | Timber |
| Cages | Hand ball | Parcels | Sheets | Tipper |
| Chains | Home delivery | Plant machinery | Skip | Transporter |
| Counter balance | Low loader | Reach | Splitter | Wagon & drag |
| Curtain sided | Manriser | Refrigerator | Steel | Wet fitting |
| Demount | Manual HIAB | Remote HIAB | Straps | White goods |
| Digital tacho | Mixer | Removals | Tachograph | |

Drivers declaration

1. Have you at any time in the last five years been convicted of any motoring offence?

Yes No If yes, please specify:

2. Have you during the past ten years had your licence suspended? At the date of signing this form is there any prosecution pending or has anything occurred which may result in a future prosecution?

Yes No If yes, please specify length of ban and any penalty points:

3. How many commercial accidents have you been in, in the last three years?

Yes No If yes, please specify w/dates:

4. Have you to your knowledge any physical or mental defect or infirmity or do you suffer from diabetes, heart complaint or any other disease which may impair your driving efficiency?

Yes No If yes, please specify:

I the undersigned undertake to inform you of anything occurring in the future which may result in a prosecution or my contracting any disease mentioned in 4 above.

I certify that I have worked the following hours during the past seven days:

| Day | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|-------|--------|---------|-----------|----------|--------|----------|--------|
| Date | | | | | | | |
| Hours | | | | | | | |

I confirm that Tom Orange Ltd have given me timesheets and clear instructions on how to complete them. I am fully aware of the Working Time Road Transport Regulation and understand the importance of recording my working time accurately for Tom Orange Ltd and any additional work to enable them to maintain an accurate record of my weekly working time.

Please complete signature:

Name:

Date:

48 Hour opt out agreement

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:-

- “**Assignment**” means the period during which the Worker is engaged to render services to the Client.
- “**Client**” means the person, firm or corporate body engaging the services of the Worker. means Tom Orange Ltd of .
- “**Employment Business**” means you.
- “**Temporary Worker**” means an average of 48 hours each week calculated over a 17 - 26 week reference period.
- “**Working Week**”

1.2. References to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. RESTRICTION

2.1. The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an Assignment with the Client in excess of the Working Week unless s/he agrees in writing that this limit should not apply.

3. CONSENT

3.1. The Temporary Worker hereby agrees that the Working Week limit shall not apply to any Assignment given provided by Tom Orange Ltd.

4. WITHDRAWAL OF CONSENT

4.1. The Temporary Worker may end this Agreement by giving the Employment Business 1 week notice in writing.

4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client.

4.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

5. THE LAW

5.1. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Court of England.

Please complete signature:

Name:

Date:

Tachograph test

1. On UK journeys, the total time spent driving each day must not normally exceed *(please select one)*:

- 8 hours 9 hours 10 hours 11 hours

2. However, on 2 days in the week you may extend your driving time up to _____ hours.

3. You must take a statutory rest period after a period of accumulated driving of _____ hours.

4. After the period of accumulated driving you have given in Question 3, the statutory break must be at least _____ hours.

5. The daily rest periods of duty must not normally be less than _____

6. However, on 3 days a week this may be reduced to _____ hours.

7. The limit to any number of hours you can spend driving in any fortnight is *(please select one)*:

- 86 hours 90 hours 94 hours

8. The normal weekly rest period ("the weekend break") should be at least _____ hours.

9. The fixed week, to which all these regulations apply runs from 00.01 hours on _____ to 23.59 hours on _____

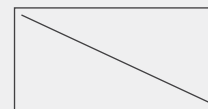
10. You must hand in your completed tachograph chart to your employer/supervisor within _____ days.

11. If the tachograph in your vehicle breaks down while you are on a journey what must you do?

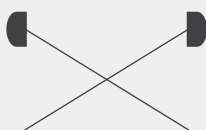
12. The following symbols on the selector indicate:



a.



b.



c.



d.

PAYEE (APPENDIX C)
TERMS OF CONTRACT FOR SERVICES
For Limited Company Contractors

Between

(hereinafter called the Employment Business)

And _____

– (hereinafter called the Company)

a) Definitions

a. In these Terms of Engagement the following definitions apply:

‘Assignment’ means the period during which the Company is engaged by the Employment Business to render services to the Client;

Client means the person, firm or corporate body requiring the services of the Company;

Company means the Limited Company engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client;

- 1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 2 The headings contained in these Terms are for convenience only and do not affect their interpretation.

b) The Contract

- These terms constitute a contract for services between the Employment Business and the Company upon being signed on behalf of the Company and govern Assignments undertaken by the Company with the Client.
- No variation or alteration to these Terms shall be valid unless approved by a Director/Proprietor of the Employment Business in writing.
- For the avoidance of doubt these terms shall not be construed as a contract between any individual supplied or any representative of the Company and any of the liabilities of an employer arising out of the assignment shall be the liabilities of the Company.

c) Assignments

- The failure by the Employment Business to obtain suitable Assignments for the Company shall not give rise to any liability on the part of the Employment Business. The Company recognises that there may be periods between Assignments when no work is available.
- The Company shall not be obliged to accept an Assignment offered by the Employment Business nor shall the Employment Business be obliged to offer ongoing Assignments to the Company.
- Upon the acceptance by the Company of an Assignment the Employment Business shall supply the Company with a Time Sheet specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Employment Business and such expenses as may be agreed, the notice period and any other relevant information.

d) Timesheets

- At the end of each week of an Assignment (or at the end of the Assignment when an Assignment is for a period of less than one week or is completed before the end of the week) the Company shall deliver to the Employment Business the Employment Business's timesheet duly completed to indicate the number of hours worked by the Employment Business no later than.....on..... following the week to which they relate. This timesheet must be accompanied by an invoice from the Company for the amount due from the Employment Business to the Company for the hours worked in that week. Such invoice should bear the Company's name, VAT number, and should state any VAT due on the invoice.
- The Employment Business shall not be obliged to pay any fees to the Company unless a signed timesheet and invoice have been properly submitted by the Company in accordance with sub-clause 4.1 of these Terms.

e) Fees

- The Company will receive payment from the Employment Business for an Assignment at the rate agreed for Services for each hour worked by the Company, plus VAT where appropriate.
- The Company shall be responsible for any PAYE, Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers or representatives for any Assignment.
- All payments will be made to the Company (or the Company's agent on its behalf, if so agreed in writing).

f) Liability

- The Company shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its employees or officers during an Assignment.
- The Company shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Company and its employees or officers during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

g) Company's obligations

- The Company agrees on its own part and on behalf of its officers and employees as follows:
- Not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct tending to bring the Employment Business or Client into disrepute or which results in the loss of custom or business.
- To be present during the times or for the total number of hours during each day/and or week of the Assignment as may be agreed with the Employment Business or Client.
- To take all responsible steps to safeguard its own safety of any other person who may be affected by its actions on the Assignment.

- To comply with all statutory obligates and codes of practice to which the Company is subject in respect of its employees and offices including but not limited to the Working Time Regulations.
- To comply with any rules and obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
- To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
- To furnish the Employment Business with any progress reports as may be requested from time to time.
- The Company's obligations to provide the services pursuant to these Terms shall be performed by such suitability qualified members of the Company's officers or employee at any time, subject to first notifying the Employment Agency of such substitution.
- Subject to prior notification being given to the Employment Business, the Company may also substitute its own performance of the services, whether by the assignment or sub-contracting of the services, providing that the Company, the Employment Business and the relevant Client are reasonably satisfied that the substitute, assignee or sub-contractor has the necessary skills, qualifications or resources and personnel to provide the said service to the required standard and the terms of any such assignment or sub-contract are such as to enable each party to perform and comply with its obligations under this Agreement.
- To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- To comply with all the requirement of VAT legislation and the Companies Act 1981.

1. Acknowledgement

- a. The Company acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Company and its employees or officers for the Client during the Assignment shall belong to the Client.

2. Computer Equipment Warranty

1. The Company shall ensure that any computer equipment and associated software, which it provides to its employees or offices for the purpose of providing the services, contains anti-virus protection with the latest released upgrade from time to time and will be Year 2000 compliant.

a) Confidentiality

- a. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty, to keep secret all information given to it or gained in confidence, the Company agrees on its own part and on behalf of its employees and officers as follows:
 8. Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
 9. To deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by its or the employees or officers during the course of the Assignment;

10. Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment, in which event any such item shall belong to the Client or the Employment Business as appropriate.

b) Termination

1. An Assignment may be terminated by the Employment Business or the Company giving the other party in writing the period of notice specified in the assignment confirmation note.
2. Notwithstanding sub-clauses 11.1 and 11.5 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Company to cease work on Assignment at any time, where:
 - 10 the Company has acted in breach of the rules and regulations applicable to the Client's own staff;
 - 11 the Client reasonably believes that the Company has not observed any condition of confidentiality applicable to the Company from time to time; or
 - 12 The Company becomes insolvent, dissolved or subject to a winding up petition
 - 13 For any reason the Company proves unsatisfactory to the Client.
 - Failure by the Company to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Company for any resulting loss suffered by the Employment Business.
 - If the Company's employees are unable for any reason to work on an assignment the Company should inform the Employment Business by no later than 10.00am on the first day of absence to enable alternative arrangement to be made.
 - The Company acknowledges that the continuation of an Assignment is subject to, and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Company.

c) Obligations

1. The Company warrants that he/she understands relevant obligations under the Working Time Regulations 1998 as amended and undertakes to only accept assignments which would not cause him/her to infringe those regulations.

d) Law

2. These terms are governed by the law of the country and the exclusive jurisdiction of the Courts of the country in which the Employment Business has its operation address.

I understand and agree to the above Terms of Engagement.

DIRECTOR _____

Signed on behalf of _____ Ltd (Company)

Terms of engagement

1.1. 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 Tom Orange Ltd of 15 Saxby Crescent, Wellingborough, NN8 1NN.

"Temporary Worker" means

"Relevant Period" means the longer period of either 14 weeks from

the [1] 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.

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 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.

2.2. 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 the Temporary Worker's remuneration in accordance with clause 4.1.

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 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

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a [specify position(s) or type of work]. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 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 Employment Business; 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.

3.3 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:

3.4.1 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; or

3.4.2 where, subject to clause 3.5, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Temporary Worker before and remains unchanged.

3.5 Where an assignment is for five consecutive working days or less and the provisions of clause 3.4.2 are met, the Employment Business need only provide the Temporary Worker with verbal confirmation of the identity of the Hirer and the likely duration

of the work. If the Assignment extends beyond the intended five consecutive working day period the Employment Business shall provide such information set out in clause 3.3 to the Temporary Worker in paper or electronic form within eight days of the start of the Assignment.

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.

3.7 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.

4 REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate being the national minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. 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.

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

5.1 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 or a series of Assignments.

5.2 The annual leave granted under these terms will always be the statutory minimum as it is from time to time. Under the Working Time Regulations 1998 (as amended), 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 a Temporary Worker wishes to take paid leave during the course of an assignment s/he should notify the Employment Business of the dates 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 it wishes to postpone or reduce it by.

5.5 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 the Client's normal working hours i.e. those which do not attract overtime rates of pay.

5.6 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 of the Temporary Worker's total holiday entitlement in each month of the leave year.

5.7 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 5.5, that day shall count as part of the Temporary Worker's paid annual leave entitlement.

5.8 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 5.5.

5.9 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 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

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 Temporary 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 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 time sheet 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.

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 be 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;

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.

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 within one hour of the commencement of the Assignment or shift.

8.3 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 Employment Business without delay.

9 TERMINATION

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

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/her availability for work for a period of three weeks, the Employment Business will forward his/her P45 to his/her last known address.

10 LAW

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

3.6 For the purpose of calculating the average number of weekly

Please complete signature:

Name:

Date: