

## **TERMS AND CONDITIONS OF ENGAGEMENT FOR CASUAL AGENCY WORKERS BY THE EMPLOYMENT BUREAU**

Thank you for registering with the Employment Bureau for temporary agency work.

The Employment Bureau ('EB') is a trading name of Anglia Ruskin Enterprise Limited. The EB is an Employment Business as defined by the Conduct of Employment Agencies and Employment Business Regulations 2003. As an Employment Business we will look for temporary assignment for you as a temporary casual worker.

### **1. Terms and conditions of engagement**

- These terms and conditions of engagement constitute a contract of services between the EB and you.
- You are not an employee of the Employment Bureau.
- Each offer of work by the EB which you accept shall be treated as an entirely separate and severable engagement ('an Assignment')
- These terms and conditions of engagement shall apply to each Assignment unless otherwise notified to you and there shall be no continuing relationship between the parties after the end of one assignment and before the start of any subsequent Assignment.
- When you are not engaged on an Assignment these terms and conditions of engagement do not apply to you.
- These terms and conditions of engagement shall not give rise to a contract of employment between the EB and yourself.
- During any Assignment you are at all times engaged as an agency worker
- As an agency worker you will be covered by the Agency Worker Regulations which came into force 1<sup>st</sup> October 2011 and therefore be entitled to:
  - The same pay and other "basic working conditions" as equivalent permanent staff after a 12-week qualifying period.
  - Access to collective facilities and to information about employment vacancies from day 1 of the Assignment.
- Any offer of work by the EB will be based on your skills and experience. You may be offered work which includes, office, customer services, catering, stores, retail, factory, or general assistant type work.
- There is no obligation on the EB to find, offer or give you work at any time.
- There is no obligation on you to accept any offer of work made to you by the EB.

### **2. Your duties**

- You are required to work to the best of your ability and to use your best endeavours to complete any Assignment to which these terms and conditions of engagement apply.

- During any Assignment you must conduct yourself in a professional manner.
- At all times you will act with consideration for the needs of the EB client on behalf of whom you have been engaged to carry out work ('the Client') and you must comply with all instructions, rules, procedures and policies of the Client.
- You will be notified in advance of the likely duration of the Assignment.

### **3. Remuneration**

- The EB shall pay you only for the hours worked in relation to an Assignment.
- Your hourly rate of pay will be notified to you before the start of an Assignment. The minimum hourly rate of pay is the applicable National Living Wage rate.
- You will be paid monthly in arrears by bank credit transfer on the last working day of the month subject to compliance with clause 4 and regardless of whether the EB has received payment from the Client in respect of an Assignment.
- The EB will comply with applicable HM Revenue and Customs requirements from time to time in force or in relation to deductions of PAYE income tax and national insurance contributions.
- A pay slip will be available, showing details of all deductions made from your gross pay.

### **4. Timesheets**

- Although you are paid on a monthly basis, you are required to submit a timesheet on a weekly basis by the deadline outlined below to ensure payment.
- A completed and authorised timesheet must be submitted online to the EB no later than 10.00am on Monday to confirm the total hours worked during the preceding week. In the event of public and statutory bank holidays, these timescales are subject to change and you will be notified in advance of any changes. There may be a delay in payment if timesheets are not submitted in time.
- The timesheet must be approved by an authorised representative of the Client. There may be a delay in payment if timesheets are not approved by an authorised representative of the Client.
- If you do not submit timesheets in accordance with the above, the EB shall investigate the hours claimed by you and/or the reasons for any refusal by the Client to authorise a timesheet and payment may be delayed pending completion of this investigation.

### **5. Working Time Regulations**

If you are asked to work more than 48 hours per week in relation to an Assignment you will be asked to sign an individual opt out agreement confirming your consent to work for more than 48 hours per week. You are under no obligation to give your consent and you or the EB may terminate the consent at any time by giving not less than one week's written notice to the other.

## **6. Disability statement**

We will take reasonable steps to ensure that our employment policies, procedures, and working environments are as inclusive and accessible as possible. We also recognise that our ability to respond to specific requirements depends on two way communication. For that reason, disabled applicants and agency workers will be actively encouraged to advise us of any special requirements they may have.

## **7. Termination**

Any Assignment can be terminated without notice or reason at any time by you or the EB.

## **8. Suspension/Exclusion**

If you are an Anglia Ruskin University ('the University') student and you are suspended from the University, you will be suspended from the EB until such a time the suspension has been lifted. If you are permanently excluded from the University you will be unable to accept Assignments from the EB with effect from the date of your exclusion. If you are part-way through an Assignment and become suspended or excluded, the Assignment will be terminated with immediate effect.

## **9. Confidentiality**

You shall not disclose, during an Assignment or after, to any person or other third party or use for your own benefit or gain any confidential information belonging to the Client which may come to your knowledge during an Assignment.

## **10. Holiday and holiday pay**

- As a worker within the meaning of the Working Time Regulations 1998 you are entitled to paid holidays subject to the terms of this clause 10.
- When you are engaged on an Assignment you are entitled to the full-time equivalent of 5.6 weeks' paid holiday (subject to a maximum of 28 days') in each leave year inclusive of public and statutory bank holidays unless on any public and statutory bank holiday you are required to work.
- Unless otherwise notified to you in advance by the EB or the Client the leave year for any Assignment commences annually on 1 August.
- If an Assignment commences part way through the leave year you are entitled to holiday calculated on a pro rata basis.
- Holiday will accrued only whilst you are engaged on an Assignment and will accrue monthly at the rate of 1/12 of your annual holiday leave entitlement.
- If an Assignment is for one year or less you will only be entitled to take paid holiday which has accrued and where the amount of holiday leave that has accrued includes a fraction of a day other than a half-day, the fraction will be treated as a half-day if it is less than a half-day and as a whole day if it is more than a half-day.
- You will not be permitted to carry over unused holiday entitlement into the following leave year and no payment in lieu of accrued but untaken holiday will be paid to you except on conclusion of an Assignment.

- Your holidays shall be taken at times to be agreed with the Client and the EB. Such agreement must be obtained before you have committed yourself to bookings or any other positive arrangements.
- Your holiday pay will be calculated using your normal weekly rate of pay for the Assignment and paid, when taken, alongside your monthly payment.
- If you have exceeded your accrued holiday entitlement for an Assignment, payment equivalent to the amount of holiday for which you have been overpaid will be deducted from any sums due to you or you will be required to repay the excess immediately or on terms otherwise acceptable to the EB.

### **11. Sickness absence**

- You must notify the EB and the Client immediately should you be unable to attend work during an Assignment.
- If you are absent from work for four consecutive days or longer due to sickness during an Assignment you may be able to claim Statutory Sick Pay.

### **12. Pension arrangements**

Legislation requires the EB to enrol all eligible jobholders into a qualifying workplace pension scheme. Where eligible and once enrolled, you can subsequently choose to opt-out. The EB use NEST as their workplace pension scheme. Further details of this will be sent to you should you commence work through the EB.

### **13. Travel**

If your assignment requires you to travel by car, it is your responsibility to ensure that you have adequate car insurance and legally entitled to drive. Please speak to your insurance provider if you are unsure.

### **14. Recovery of money owed**

The EB shall be entitled to deduct from any sums payable to you by us any sum from time to time owed by you to the EB howsoever arising and/or require you to repay any such sum (or the balance remaining following such deductions as the EB thinks fit) immediately or on the terms otherwise acceptable to the EB.

### **15. Return of EB property**

You shall promptly, whenever requested by the EB and in any event immediately on the termination of an Assignment for whatever reason, return to the EB (or to the Client if directed by the EB) all properly belonging to or relating to the EB and/or the Client.

### **16. Data Protection**

- You give consent to the EB processing personal data concerning you in order to properly fulfil its obligations to you under these terms and conditions of engagement and for reasons relating to your engagement as required by the Data Protection Act 2018 and the General Data Protection

Regulation (Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data). Such processing will principally be for personnel, including sickness and ill health monitoring, administrative and payroll purposes.

- On and after 25 May 2018, in accordance with the EBs obligations, the EB will collect and process information relating to you in accordance with the privacy notice which is annexed to this contract.
- If your personal circumstances do change at any time you should inform the EB accordingly and are required to do so. This will ensure that the information retained and processed by the EB in accordance with the privacy notice is accurate.
- We may contact you from time to time for marketing purposes. Any such communications shall comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended or re-enacted from time to time).

### **17. Governing law and jurisdiction**

These terms and conditions of engagement shall be governed by and construed in accordance with English law.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle and dispute or claim that arises out of or in connection with these terms and conditions of engagement.



Signed by  
**Helen Cann**  
**Employment Bureau Manager**

Candidates confirm they have read and agree to the above terms when registering on the Employment Bureau online candidate portal by ticking the 'Please accept Terms & Conditions box.'

**Who are we?** The Employment Bureau forms part of the Employability Service and is part of Anglia Ruskin University (ARU) Higher Education Corporation.

**For what purpose do we use your data?** The information we obtain from you is for the purposes detailed below and is used to maximise the support that we provide. It includes the following:

- For the purposes of making a decision about entering into an agreement with you to supply you as a casual worker.
- Checking you are legally entitled to work in the UK.
- Liaising with the pension provider.
- To pay you and, where appropriate, deduct tax and National Insurance contributions.
- Administration of the contract we have entered into with you.
- Equal opportunities monitoring.
- With your consent, notifying you of any job opportunities that may be of interest to you
- Processing any application you make via us including sending your CV and/or application to specified employers who have job opportunities you wish to apply for.
- When you use the Employment Bureau we will perform all tasks associated with the recruitment and administration of employees including but not limited to the following human resources services, payroll, pensions and occupational health.

#### **What is the legal justification?**

We will only use your personal information where the law allows us to. Most commonly the legal basis for processing your personal data is where we need to so in order to perform the contract we have entered into with you, where we need to in order to comply with a legal obligation, where it is necessary in support of the legitimate interests of the Employability Service provided by ARU, or with your consent.

#### **What information do we collect about you?**

We may collect some or all of the following:

- Personal contact details such as name, title, address, telephone numbers, personal email addresses and date of birth.
- Bank account details, payroll records and tax status information.
- Recruitment information (including copies of right to work documentation such as copy passport, note of passport number, references and other information included in a CV or cover letter or as part of the application process)

- Details of jobs we place you in, including start and end dates, compensation history and any performance information.

#### **Special categories of information**

We may collect information about your race or ethnicity, religious beliefs, sexual orientation and political opinions. Such information is processed in the public interest for the purpose of equal opportunities monitoring. We may also require health information to support your health and safety and wellbeing at work

#### **To whom do we disclose your information?**

Sources of information will include you. Your data is disclosed to ARU staff with a need to know, our payroll providers, HMRC and various partner/ customer organisations where this is required by your role.

#### **How long do we keep your information?**

Company records and the majority of your personal data are retained for the duration of your relationship with ARU or until you ask us to remove your details whichever comes sooner. Some records may be held longer as evidence of payroll and tax activities. For further information please see the University Retention of Records

**How do we secure your information?** The University is committed to holding your data securely and uses information security best practice to transmit personal data. Data is held in accordance with the University's Information Security Guidelines.

**Contact details of the service** – If you need to contact us, change information or choose to opt out please email [employability@anglia.ac.uk](mailto:employability@anglia.ac.uk), or call 01245 68 6700

**ARU Data Protection Officer:** can be contacted at: [dpo@anglia.ac.uk](mailto:dpo@anglia.ac.uk)

**Your rights** – You have the following rights for your personal data: to withdraw consent at any time; to lodge a complaint with the Information Commissioner's Office Helpline 0303 123 1113 or [www.ico.org.uk](http://www.ico.org.uk) ; request a copy of your data from us; to request us to cease processing if you suffer damage or distress; to correct the data; to request us to erase your data; to restrict our data processing activities; request us to stop any direct marketing activities to you.

Further information on how your student personal data is used can be obtained from <https://www.anglia.ac.uk/privacy-and-cookies>