

Terms of Engagement for Support Workers

1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:

- "Assignment" Means the services to be carried out by a Support Worker for a particular Student in accordance with the Assignment Confirmation, which can be made up of one or more Sessions;
- "Assignment Confirmation" Means the written order from Clear Links specifying the Assignment required to be undertaken by the Support Worker for the Student and the terms of the Assignment including the role as deemed appropriate within the Student's needs assessment, the Assignment Term and the Support Worker's remuneration;
- "Assignment Term" Means the period during which the Support Worker is supplied to render services to the Student as specified in an Assignment Confirmation;
- "Clear Links" Means Clear Links Support Ltd of The Portergate Building, Ecclesall Road, Sheffield, S11 8NX;
- "Student" Means the individual requiring the services of the Support Worker during an Assignment;
- "Cut Off Date" Means those dates provided to the Support Worker as the dates that Clear Links must receive Timesheets by in order to be in a position to pay the Support Worker on the Friday following the Cut Off Date;
- "Session" Means each period on a day that the Support Worker is required to undertake an Assignment for a Student;
- "Support Worker" Means an individual who registers with Clear Links to perform an Assignment and who is specified in the relevant Assignment Confirmation;
- "Terms" Means these Terms of Engagement;

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 Clear Links and the Support Worker and they govern all Assignments undertaken by the Support Worker. However, no contract shall exist between Clear Links and the Support Worker between Assignments.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between Clear Links and the Support Worker. The Support Worker is engaged as a worker, although Clear Links is required to make statutory deductions from the Support Worker's remuneration in accordance with clause 5.

2.3 These Terms are complete and exhaustive and substitute any other terms or arrangements made between the Support Worker and Clear Links. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Clear Links and the Support Worker, they are set out in writing and a copy of the varied Terms is given to the Support Worker stating the date on or after which such varied Terms shall apply.

2.4 By registering on Clear Links' website, accepting the Assignment Confirmation or commencing an Assignment (whichever is the earliest) the Support Worker is deemed to have accepted the Terms of Engagement and the Data Processor Agreement in their entirety and they shall apply each time that the Support Worker undertakes an Assignment.

3. INFORMATION TO BE PROVIDED BY THE SUPPORT WORKER

3.1 The Support Worker shall not commence an Assignment until the Support Worker has provided to Clear Links such information as is reasonably required by Clear Links including but not limited to:

- (a) suitable references;

- (b) evidence of the Support Worker's entitlement to live and work in the UK;
- (c) proof of identity, copies of any qualifications, training and experience required by the Student, or required by law or any professional body in order to undertake any Assignment.

4. ASSIGNMENTS

4.1 The Support 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 Clear Links; that Clear Links shall incur no liability to the Support Worker should it fail to offer suitable work; and that no contract shall exist between the Support Worker and Clear Links during periods when the Support Worker is not working on an Assignment.

4.2 At the same time as an Assignment is offered to the Support Worker, Clear Links shall inform the Support Worker of the identity of the Student, the requirements of the Student, the date the work is to commence and the duration or likely duration of the Assignment Term; the type of services, location and hours during which the Support Worker would be required to provide his/her services; the rate of remuneration that will be paid and any expenses payable by or to the Support Worker; and any risks to health and safety known in relation to the services and the steps taken to prevent or control such risks. In addition Clear Links shall inform the Support Worker what experience, training, qualifications and any authorisation required by law or a professional body the Student considers necessary or which are required by law to undertake an Assignment.

4.3 The Support Worker will commence an Assignment on the start date specified in each Assignment Confirmation and will continue for the Assignment Term in accordance with the Assignment Confirmation unless the Assignment is terminated in accordance with clause 9.

5. REMUNERATION

5.1 Clear Links shall pay to the Support Worker the remuneration at the hourly rate specified in the relevant Assignment Confirmation. The actual rate will be notified on a per Assignment basis for each hour worked during an Assignment (to the nearest quarter hour).

5.2 The Support Worker shall be paid for each hour worked during the Assignment Term (to the nearest quarter hour) in accordance with Clause 7, subject to deductions in respect of Income Tax and Class 1 National Insurance Contributions and any other deductions which Clear Links may be required by law and/or these Terms to make.

5.3 Subject to any statutory entitlement under the relevant legislation, the Support Worker is not entitled to receive any payment from Clear Links or the Student for time not spent working during a Session or an Assignment Term, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5.4 The Support Worker is not entitled to any remuneration from Clear Links between Sessions or Assignments or for any services provided by the Support Worker, which are not set out on an Assignment Confirmation.

6. STATUTORY LEAVE

6.1 For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998, the leave year commences on the first date of the Assignment Term that the Support Worker starts his/her Assignment.

6.2 Under the Working Time Regulations 1998, full-time workers are entitled to 28 days of paid annual leave (inclusive of public holiday entitlement). In light of the flexible nature of the Support Worker's working arrangement it is difficult to predict how many days s/he will work each year and therefore to calculate the number of days of holiday to which s/he will be entitled. In order to meet the Support Worker's right to be provided with paid holiday, Clear Links will pay 12.07% of the Support Worker's remuneration in full satisfaction of this right. This holiday pay sum will be set out separately to basic pay on the Support Worker's payslip.

6.3 The holiday pay reflects the value to a full-time worker of 28 days of paid holiday each year as a percentage of his/her pay. A full-time worker would work 260 days of a year but gets 28 days of paid holiday and so only works 232 days. The value of his/her holiday is equal to his/her pay for 28 days as a

percentage of 232 days, which is 12.07%. The holiday pay is therefore equal to 12.07% of the Support Worker's hourly rate.

6.4 In turn, the Support Worker is under an obligation to ensure that s/he takes sufficient annual leave during each year in accordance with the Working Time Regulations 1998. As holiday pay will be paid as it is accrued, the Support Worker will not be entitled to any further payment in respect of any annual leave taken.

6.5 The Support Worker will not be entitled to any additional pay or time off in lieu for working public holidays.

7. TIMESHEETS

7.1 The Support Worker shall submit Timesheets via Clear Links' online verification system ("Crystal") within 7 days of each Session. These Timesheets will then be accessed by the Student to be verified.

7.2 Clear Links will endeavour to pay the Support Worker for a Session on the Friday following the Cut Off Date provided it has received the Timesheet detailing that Session by the Cut Off Date. If the Timesheet is received after the Cut Off Date that week, the Support Worker will be paid for that Session the following Friday.

7.3 Subject to Clause 7.4 Clear Links shall pay the Support Worker for all hours worked regardless of whether Clear Links has received payment for those hours.

7.4 Where the Student does not verify a Timesheet submitted by the Support Worker, Clear Links shall, in a timely fashion, conduct further investigations into the hours claimed by the Support Worker and the reasons that the Student has not verified such Timesheet; this may delay any payment due to the Support Worker. If the Student does not verify the Timesheet and, as a result of Clear Links' investigations, Clear Links believes the hours claimed were not worked, the Support Worker will not be entitled to payment for such disputed hours. Therefore, in the event that the Support Worker has not been paid for such disputed hours, Clear Links shall make no payments to the Support Worker for such hours. In the event that the Support Worker has already been paid for such disputed hours, Clear Links reserves the right to deduct a sum equivalent to the payment made for the disputed hours from any future remuneration paid to the Support Worker in accordance with clause 8.8 below.

7.5 Where Timesheets are received later than 7 days after the first Session specified on the Timesheet and Clear Links has not received advance notice of such delay, this may delay any payment due to the Support Worker, whilst further investigations are conducted.

7.6 For the avoidance of doubt and for the purposes of the Working Time Regulations 1998, the Support Worker's working time shall only consist of those periods during which s/he is carrying out services for the Student during a Session and pursuant to an Assignment Confirmation. Time spent travelling to the Student's premises; lunch breaks and other rest breaks shall not count as part of the Support Worker's working time for these purposes.

8. CONDUCT OF ASSIGNMENTS

8.1 Both parties agree and intend that there be no mutuality of obligations whatsoever. Clear Links is not obliged to offer any Assignments to the Support Worker. The Support Worker is not obliged to accept any Assignments offered by Clear Links but if s/he does so, during the undertaking of an Assignment and afterwards where appropriate, s/he will:

- (a) Be familiar with and comply with all of Clear Links' policies and procedures that apply to such an Assignment;
- (b) Undertake the Assignment at all times to the best of his/her knowledge, power and ability and in accordance with Clear Link's working practices;
- (c) Co-operate with all reasonable instructions given by the Student or Clear Links and accept any direction and supervision from Clear Links during the provision of services within the remit of the Student's needs assessment as noted in the Assignment Confirmation;
- (d) Be present during the times or for the total number of hours during each day and/or week of the Assignment Term as agreed with Clear Links and the Student;
- (e) Furnish Clear Links with any progress reports that may be requested;
- (f) Take all reasonable steps to safeguard his/her own health and safety and any other person who may

be present or be affected by his/her actions when undertaking the Assignment; including not doing or omitting to do anything that may put herself/himself or any other person at risk;

(g) Not engage in any conduct detrimental to the interests of Clear Links or the Student;

(h) Not at any time divulge to any person, nor use for his/her own or any other person's benefit, any confidential information relating to the Student or Clear Links' employees, business affairs, transactions or finances; and

(i) Comply with all statutory obligations and codes of practice including but not limited to the Working Time Regulations 1998, which includes but is not limited to the taking of appropriate rest breaks.

8.2 All assignments must be carried out by the Support Worker in the United Kingdom and remote working by the Support Worker outside the United Kingdom is not permitted.

8.3 The Support Worker warrants that s/he is entitled to live and work in the United Kingdom and that all information supplied to Clear Links concerning his/her background, training, qualifications and work experience is complete and accurate.

8.4 If the Support Worker is unable for any reason to provide his/her services during the course of an Assignment s/he should notify Clear Links and the Student as soon as possible and in any event no later than when the Session is due to commence.

8.5 If, either before or during the course of a Session, the Support Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify Clear Links without delay.

8.6 The Support Worker shall be responsible for any loss, damage or injury caused to Clear Links or the Student by any default by him/her when undertaking the Assignment or as a result of any breach by him/her of any of these Terms.

8.7 The Support Worker warrants that he/she shall be liable for any loss, damage or injury caused to Clear Links or the Student by any default in the performance of the Assignment and/or any breach of the Support Worker's obligations set out in these Terms.

8.8 The Support Worker agrees to indemnify Clear Links and the Student against all and any loss, damage, claims and costs (including legal costs) incurred by Clear Links and/or the Student as a result of any breach or non-performance of any of the Support Worker's obligations.

8.9 The Support Worker authorises Clear Links at any time during the Assignment Term and in any event on termination howsoever arising of these Terms to, at its option, make any deductions from the Support Worker's remuneration (which for this purpose includes pay, holiday pay and sick pay) all debts owed by the Support Worker to Clear Links, including but not limited to any overpayment, any loss suffered by Clear Links as a result of any neglect or breach of duty by the Support Worker, in order to recover the sums referred to in clause 7.4 above and to satisfy the warranties and indemnities in these Terms (in whole or in part).

8.10 The Support Worker will inform Clear Links, as soon as possible, of any potential conflict of interest in their role.

9. TERMINATION

9.1 Clear Links or the Student may terminate the Support Worker's Assignment at any time without prior notice or liability.

9.2 The Support Worker may terminate an Assignment at any time by giving more than 24 hours' notice to Clear Links.

9.3 If the Support Worker does not inform the Student or Clear Links in accordance with clause 8.3 should they be unable to provide their services during the course of an Assignment this could be treated as termination of the Assignment by the Support Worker in accordance with clause 9.2 unless the Support Worker can show that exceptional circumstances prevented him/her from complying with clause 8.3.

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.