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**RESOURCING**  
REDEFINING RECRUITMENT

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# STAFF HANDBOOK

**OXFORD Office - 01865 819110**  
**DIDCOT Office - 01235 330110**  
**E-MAIL - [info@mpresourcing.co.uk](mailto:info@mpresourcing.co.uk)**

## Welcome to MP Resourcing Ltd

We are sure you will be looked after and supported by any member of our team.

Colleen Ward founded the company in March 2014 following many years working in the employment & recruitment sector. Colleen started working for a global agency running a successful temporary desk before moving to a privately-owned agency in Reading town centre.

MP Resourcing Ltd are members of The REC and TEAM, both of which are industry standard setters and experts with regards to the recruitment sector.

MP Resourcing can work with companies and candidates at any level, our knowledge of legislation and compliance within the Recruitment sector is without question, do not hesitate to discuss any areas of your contract you are unsure about.

We have 2 offices, one in Didcot town centre and one in Cowley Oxford both offices operate permanent and temporary recruitment services.

You can contact us on 01235 330110 (Didcot) or 01865 819110 (Oxford), or email us [info@mpresourcing.co.uk](mailto:info@mpresourcing.co.uk).

Kind Regards



**Colleen Ward Founder & Director**

### **This booklet contains a copy of –**

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# Employee Charter

## **What can you expect from MP Resourcing and our Clients:**

1. *Fair reward for the work you carry out.*
2. *Weekly salary payment, holiday pay and swift resolution of queries.*
3. *A healthy and safe working environment, PPE supplied where required.*
4. *Consultants will have an open and honest relationship with you and will always treat you with respect, even in times of difficulty.*
5. *Enough supervision to make sure you are doing your job properly.*
6. *Support when you have problems with your job.*
7. *Clear guidelines on how to carry out your job to the required standards.*
8. *A working environment which is free from harassment.*
9. *The chance to let the Company know your views and ideas on work related matters through formal surveys, the representation arrangements and contact with your manager*
10. *Regular information on your performance and attitude*

## **What MP Resourcing is expected from you:**

1. *Honesty at all times.*
2. *Your best efforts to meet the needs of your job.*
3. *You must try at all times to follow laid down procedures when they are available.*
4. *You must do everything possible to promote our business for the benefit of all.*
5. *You must keep to all our employment, H&S and payment correspondence given.*
6. *You must keep up to date with the needs of your job, these may alter during your employment, requesting refresher training if needed.*
7. *You must treat managers and supervisors and fellow workers with the same respect you expect to receive from them.*
8. *If you are provided with a uniform you must come to work in it, be neat and tidy at all times.*
9. *You will, at all times be punctual, arriving with enough time to get ready to start your shift.*
10. *You will ALWAYS inform MP Resourcing on 01865 819110 if you are unable to attend work, for whatever reason, at least 1 hr before that start of your shift.*

## Temporary Worker Contract For Services

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

**“Actual Rate of Pay”** means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form;

**“Actual QP Rate of Pay”** means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period. Such rate will be paid for all time worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form;

**“Agency Worker”** means -  
supplied by the Employment Business to provide services to the Hirer;

**“Agreed Deductions”** means any deductions the Agency Worker has agreed can be made from their pay;

**“Assignment”** means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;

**“Assignment Details Form”** means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;

**“AWR”** means the Agency Workers Regulations

**“Calendar Week”** means any period of 7 days starting with the same day as the first day of the First Assignment;

**“Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003

**“Confidential Information”** means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

**“Control”** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

**“Data Protection Laws”** means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory and regulatory provisions in force from time to time relating to the protection and transfer of personal data;

**“Deductions”** means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;

**“Emoluments”** means any pay in addition to the Actual QP Rate of Pay;

**“Employment Business”** MP Resourcing Ltd Limited (registered company no. 08958448 of 1a Station Road, Didcot OXON OX11 7LU

**“Engagement”** means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

**“First Assignment”** means: the relevant Assignment; or if, prior to the relevant Assignment: the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

**“Hirer”** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;

**“Hirer's Group”** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

**“Hourly Rate”** means National Minimum Wages, this is defined in the workers assignment details form, being the minimum gross rate of pay (subject to Deductions and any Agreed Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;

**“Leave Year”** means the period during which the Agency Worker accrues and may take statutory leave commencing on the date that the Agency Worker starts an Assignment or a series of Assignments and runs until the December 31st each year.

**“Period of Extended Hire”** means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

**“Qualifying Period”** means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as

further defined in the Schedule to these Terms;

**“Relevant Period”** means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

**“Temporary Work Agency”** means as defined in the Schedule to these Terms;

**“Terms”** means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;

**“Transfer Fee”** means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;

**“Type of Work”** The Employment Business will endeavor to obtain suitable Assignments for the Agency Worker to work in, but not exclusive to, an industrial, warehouse, pick & pack style operation the assignment shall be in a manual labour capacity which matches their skills and experience. The Agency Worker shall not be obliged to accept an Assignment offered by the Employment Business.

**“WTR”** means the Working Time Regulations

- 1.1. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.3. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

## 2. THE CONTRACT

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 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 no later than 5

business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

### 3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. The Employment Business will endeavor to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any 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:

- 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and

- 3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker.

- 3.3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:

- 3.3.1. the identity of the Hirer, and if applicable the nature of their business;

- 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;

- 3.3.3. the Type of Work, location and hours during which the Agency Worker would be required to work;

- 3.3.4. the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;

- 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and

- 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body 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:

- 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or

- 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker

before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.

- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire 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 Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if 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 under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

#### **4. AGENCY WORKER'S OBLIGATIONS**

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
  - 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
  - 4.1.2. 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;
  - 4.1.3. 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 Hirer; inc. the wearing of PPE as requested by a member of the Employment Business' or the Hirer's staff



- 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
  - 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
  - 4.1.6. 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;
  - 4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. 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:
- 4.2.1. inform the Employment Business of any Calendar Weeks 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;
  - 4.2.2. 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
  - 4.2.3. inform the Employment Business if s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
    - 4.2.3.1. completed two or more assignments with the Hirer;
    - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
    - 4.2.3.3. 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.
- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

- 4.5. The agency worker agrees to abide by the company's anti-drug and alcohol policy and agrees to submitting to testing when reasonable requested to do so by any member of the Employment Business' or the Hirer's staff;
- 4.6. The Agency Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker

## 5. **TIMESHEETS**

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet 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.
- 5.2. Subject to clause 5.3 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.
- 5.3. 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.
- 5.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

## 6. **PAY AND DEDUCTIONS**

- 6.1. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 6.3. The Hourly Rate, Actual Pay of Rate or Actual QP Rate of Pay, as applicable, will be paid weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.
- 6.4. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

- 6.5. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.
- 6.6. If the Employment Business provides any equipment or clothing to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore, the Agency Worker must return any equipment or clothing to the Employment Business upon termination of the Terms or within 3 days of a request from the Employment Business. In the event that the Agency Worker does not comply with the obligations set out in this clause, the Employment Business reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Agency Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.

## 7. ANNUAL LEAVE

- 7.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks.
- 7.2. Entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.
- 7.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 7.4. All annual leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. If the Agency Worker wishes to take paid annual 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 annual leave that s/he wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, 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. 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.
- 7.6. Subject to clause 7.3, the amount of payment which the Agency 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 Agency Worker has worked on Assignment.

- 7.7. Subject to clause 7.3, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.
- 7.8. A: Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement.
- 7.9. Where these Terms are terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker

## 8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. 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 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. 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.
- 8.4. In the event that the Agency Worker submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

## 9. TERMINATION

- 9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- 9.2. The Agency Worker 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 Hirer. In the event that the contract between the

Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

- 9.3. If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 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 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, this contract for services will automatically terminate and the Employment Business will forward his/her P45 to his/her last known address.

## 10. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly, the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

## 11. CONFIDENTIALITY

- 11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:
  - 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer 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 the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;
  - 11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and
  - 11.1.3. 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 Hirer 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 Hirer or the Employment Business as appropriate.

## 12. DATA PROTECTION

The Agency Worker acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to his/ her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

## 13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## 14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, including by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

## 15. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

## Additional Document E - 48 Hour Opt Out Agreement

### 1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

**“Agency Worker”** means -

**“Assignment”** means the period during which the Agency Worker is supplied to provide services to the Client;

**“Client”** means the person, firm or corporate body using the services of the Agency Worker;

**“Employment Business”** means MP Resourcing Ltd Limited 08958448 of 1a Station Road, Didcot OXON  
OX11 7LU

**“Working Week”** means an average of 48 hours each week calculated over a 17-week reference period.

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

The Working Time Regulations 1998 (as amended) provide that the Agency 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

The Agency Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

### 4. WITHDRAWAL OF CONSENT

4.1. The Agency Worker may end this Agreement by giving the Employment Business 3 months' 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 Agency 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.

These Terms are governed by the law of *England & Wales/Scotland/ Northern Ireland*] and are subject to the exclusive jurisdiction of the Courts of *England & Wales/Scotland/ Northern Ireland*.

## Policy On Alcohol And Drugs In The Workplace

1. MP Resourcing Ltd believes that it is essential that all employees, temporary workers and those who render services for and on behalf the Company or at the Company's premises are in full command of themselves and of all of their faculties throughout the working day.
2. MP Resourcing Ltd will carry out drug and alcohol testing, all employees, temporary workers and those who render services for and on behalf the Company or at the Company's premises will submit to such requests, failure to do so can result in dismissal as a result of gross misconduct. (see policy schedule 4)
3. MP Resourcing Ltd requires you to present yourself for work on each occasion required under your contract in complete command of all your faculties i.e. without any dependence on alcohol or any other drugs of a non-medicinal nature and to maintain that state until the completion of your working hours under your contract. If during the course of your working day you have to take medicinal drugs on a regular basis, this fact should be known to MP Resourcing Ltd confidentially.
4. In the event that you present yourself at work or during working hours you are in a condition where the client's appointed line manager believes or it is proven you to be under the influence of alcohol or drugs and you are not able to carry out your duties in a proper, fit and safe way you will not be allowed to commence work or continue work. Instead you will be suspended without pay and not allowed to return until such a time as you are in full control of your faculties.
5. In addition, such behaviour will be subject to the disciplinary procedure of MP Resourcing Ltd and after due investigation may result in dismissal as a result of gross misconduct.
6. MP Resourcing Ltd is obliged to investigate all the circumstances surrounding such behaviour prior to commencing the disciplinary procedure and this may, where necessary, include seeking medical advice as to your condition including requiring you to submit to a medical examination. MP Resourcing Ltd is obliged to investigate such matters in as much detail as possible and therefore expects you to comply with any requests that you submit to such examinations. You may appeal in accordance with the Company's disciplinary procedure.
7. If the disciplinary procedure is evoked and you receive a disciplinary sanction short of dismissal or if you have a successful appeal MP Resourcing Ltd will recommend that you take advantage of counselling services to help control your problem and you will be required to act of any such recommendation. In the event that you need to be absent from work for a period of treatment for either alcohol or drug dependency a reasonable leave of absence will normally be granted to cover this on an unpaid basis.
8. If MP Resourcing or end Client suspects that you are in the possession of alcohol or drugs you will be required to consent to a search of your belongings. If you are found to be in possession of any alcohol or illegal substances, you will be suspended from your duties pending further investigation. This matter will be dealt with under the Company's disciplinary procedure and after due investigation it may result in dismissal for gross misconduct.
9. If MP Resourcing Ltd or client believes you are dealing, buying, selling or receiving drugs or alcohol you will suspended from your duties while an investigation is carried out. Where a criminal offence is suspected the Company shall inform the police.
10. All employees and workers are required to inform MP Resourcing Ltd or any appropriate person if they suspect any fellow worker may be acting in breach of this policy.



## “Qualifying Period” And “Temporary Work Agency”

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 Calendar 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 Calendar 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) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
    - i. ordinary, compulsory or additional maternity leave;
    - ii. ordinary or additional adoption leave;
    - iii. ordinary or additional paternity leave;
    - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
    - v. 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 Calendar 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" means as defined in Regulation 4 of the AWR being 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.

## GDPR Policy

<b>Company Name:</b>	MP Resourcing Ltd ('the Company')
<b>Company Contact details:</b>	Julian Ward
<b>Document DP5</b>	Privacy Notice (including for use on the company website)
<b>Topic:</b>	Data protection
<b>Date:</b>	1 <sup>st</sup> May 2018
<b>Version:</b>	MPR 001

The Company is a recruitment business which provides work-finding services to its clients and work-seekers. The Company must process personal data (including sensitive personal data) so that it can provide these services – in doing so, the Company acts as a data controller.

You may give your personal details to the Company directly, such as on an application or registration form or via our website, or we may collect them from another source such as a jobs board. The Company must have a legal basis for processing your personal data. For the purposes of providing you with work-finding services and/or information relating to roles relevant to you we will only use your personal data in accordance with this privacy statement. At all times we will comply with current data protection laws.

### 1. Collection and use of personal data

#### a. Purpose of processing and legal basis

The Company will collect your personal data (which may include sensitive personal data) and will process your personal data for the purposes of providing you with work-finding services. This includes for example, contacting you about job opportunities, assessing your suitability for those opportunities, updating our databases, putting you forward for job opportunities, arranging payments to you and developing and managing our services and relationship with you and our clients.

If you have opted-in, we may also send you marketing information and news via email/ text. You can opt-out from receiving these at any time by clicking “unsubscribe” when you receive these communications from us. In some cases, we may be required to use your data for the purpose of investigating, reporting and detecting crime and also to comply with laws that apply to us. We may also use your information during the course of internal audits to demonstrate our compliance with certain industry standards.

We must have a legal basis to process your personal data. The legal bases we rely upon to offer our work-finding services to you are:

- Your consent
- Where we have a legitimate interest
- To comply with a legal obligation that we have
- To fulfil a contractual obligation that we have with you

#### b. Legitimate interest

This is where the Company has a legitimate reason to process your data provided it is reasonable and does not go against what you would reasonably expect from us. Where the Company has relied on a legitimate interest to process your personal data our legitimate interests is/are as follows:

- Managing our database and keeping work-seeker records up to date;
- Providing work-finding services to you and our clients;
- Contacting you to seek your consent where we need it;
- Giving you information about similar products or services that you have used from us recently;

#### c. **Statutory/contractual requirement**

The Company has certain legal and contractual requirements to collect personal data (e.g. to comply with the Conduct of Employment Agencies and Employment Businesses Regulations 2003, immigration and tax legislation, and in some circumstances safeguarding requirements.) Our clients may also require this personal data, and/or we may need your data to enter into a contract with you. If you do not give us personal data, we need to collect we may not be able to continue to provide work-finding services to you.

#### d. **Recipient/s of data**

The Company will process your personal data and/or sensitive personal data with the following recipients:

- Clients (whom we may introduce or supply you to)
- Former employers whom we may seek references from
- Payroll service providers who manage payroll on our behalf or other payment intermediaries whom we may introduce you to
- Other recruitment agencies in the supply chain

## 2. Information to be provided when data collected not from the data subject

**Categories of data:** The Company has collected the following personal data on you:

#### **Personal data:**

- Name, address, email, telephone numbers
- National insurance no.
- DOB
- Nationality (through right to work check)
- Bank details

#### **Sensitive personal data:**

- [Health information including whether you have a disability]
- [Criminal conviction]

**Source of the personal data:** The Company sourced your personal data/sensitive personal data:

- From jobs boards, LinkedIn, Twitter, Facebook and other social media sources.
- A former employer
- A referee whose details you previously provided to us
- Software providers who we use to support our services including. Source Breaker
- Cookies listed in section 7

## 3. Data retention

The Company will retain your personal data only for as long as is necessary for the purpose we collect it. Different laws may also require us to keep different data for different periods of time. For example, the Conduct of Employment Agencies and Employment Businesses Regulations 2003, require us to keep work-seeker records for at least one year from (a) the date of their creation or (b) after the date on which we last provide you with work-finding services.

We must also keep your payroll records, holiday pay, sick pay and pensions auto-enrolment records for as long as is legally required by HMRC and associated national minimum wage, social security and tax legislation. This is currently 3 to 6 years.

Where the Company has obtained your consent to process your personal and sensitive personal data, we will do so in line with our retention policy a copy of which is below Upon expiry of that period the Company will seek further consent from you. Where consent is not granted the Company will cease to process your personal data and sensitive personal

## Your rights

Please be aware that you have the following data protection rights:

- The right to be informed about the personal data the Company processes on you;
- The right of access to the personal data the Company processes on you;
- The right to rectification of your personal data;
- The right to erasure of your personal data in certain circumstances;
- The right to restrict processing of your personal data;
- The right to data portability in certain circumstances;
- The right to object to the processing of your personal data that was based on a public or legitimate interest;
- The right not to be subjected to automated decision making and profiling; and
- The right to withdraw consent at any time.

Where you have consented to the Company processing your personal data and sensitive personal data you have the right to withdraw that consent at any time by contacting Julian Ward 01235 330110. Please note that if you withdraw your consent to further processing that does not affect any processing done prior to the withdrawal of that consent, or which is done according to another legal basis.

There may be circumstances where the Company will still need to process your data for legal or official reasons. Where this is the case, we will tell you and we will restrict the data to only what is necessary for those specific reasons.

If you believe that any of your data that the Company processes is incorrect or incomplete, please contact us using the details above and we will take reasonable steps to check its accuracy and correct it where necessary.

**You can also contact us using the above details if you want us to restrict the type or amount of data we process for you, access your personal data or exercise any of the other rights listed above.**

## 4. Cookies

We may obtain data about you from cookies. These are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. Cookies also enable us to deliver more personalised content. Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, visit the Information Commissioners Office. <https://ico.org.uk/>

## 5. Log Files

We use IP addresses to analyse trends, administer the site, track users' movements, and to gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

## 6. Links to external websites

The Company's website may contain links to other external websites. Please be aware that the Company is not responsible for the privacy practices of such other sites. When you leave our site, we encourage you to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by the Company's website.

## 7. Sale of business

If the Company's business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

## 8. Data Security

The Company takes every precaution to protect our users' information. Only employees who need the information to perform a specific job (for example, consultants, our accounts clerk or a marketing assistant) are granted access to your information.

The Company uses all reasonable efforts to safeguard your personal information. However, you should be aware that the use of email/ the Internet is not entirely secure and for this reason the Company cannot guarantee the security or integrity of any personal information which is transferred from you or to you via email/ the Internet.

If you share a device with others we recommend that you do not select the "remember my details" function when that option is offered.

**If you have any questions about the security at our website, you can email**

## 9. Changes to this privacy statement

We will update this privacy statement from time to time. We will post any changes on the statement with revision dates. If we make any material changes, we will notify you.

## 10. Complaints or queries

If you wish to complain about this privacy notice or any of the procedures set out in it please contact: Julian Ward 01235 330110

You also have the right to raise concerns with Information Commissioner's Office on 0303 123 1113 or at <https://ico.org.uk/concerns/>, or any other relevant supervisory authority should your personal data be processed outside of the UK, if you believe that your data protection rights have not been adhered to.

### Personal data

- [Name]
- [Date of birth]
- [Contact details, including telephone number, email address and postal address]
- [Experience, training and qualifications]
- [CV]
- [National insurance number]
- [Include any other relevant personal data]

**Sensitive personal data**

- [Disability/health condition relevant to the role]
- [Criminal conviction]
- [Include any other relevant sensitive personal data]

I consent to the Company processing the above personal data for the following purposes:

- For the Company to provide me with work-finding services.
- For the Company to process with or transfer my personal data to their clients in order to provide me with work-finding services.
- For the Company to process my data on a computerised database in order to provide me with work-finding services.
- For the purposes of internal audits and investigations carried out on the Company to ensure that the Company is complying with all relevant laws and obligations

The consent I give to the Company will last for 24 months. I am aware that I have the right to withdraw my consent at any time by informing the Company that I wish to do so.

**Signed by candidate / temporary worker:** .....

**Date:** .....

## Health & Safety Policy

### General Statement

It is the policy of MP Resourcing Ltd to ensure, so far as is reasonably practicable, the health, safety and welfare of all its employees and the health and safety of other persons who may be affected by its activities. MP Resourcing Ltd will take steps to ensure that its statutory duties are met at all times.

### MP Resourcing Ltd's Responsibilities

When employees are working on the sites of host-employers, **MP Resourcing Ltd** and the host company have a joint responsibility for health and safety.

**MP Resourcing Ltd** will ensure that:

1. All processes and systems of work are designed to take account of health and safety and properly supervised.
2. A member of senior management maintains specific responsibility for health and safety.
3. Competent people are appointed and where appropriate external specialists to assist us in meeting our statutory duties.
4. All employees are consulted on matters of health and safety.
5. Adequate arrangements will be maintained to allow employees to raise matters concerning health and safety.
6. Each employee will be given such information and training as required to enable them to perform their duties safely.
7. All arrangements are regularly reviewed to ensure their effectiveness.
8. Where employees are home based, they will be trained on health and safety risks of homeworking as part of their Health and Safety Induction training.

### The Employees Responsibilities

The law makes it the duty of everyone at work to take reasonable care of their own health and safety and that of others who may be affected by their acts or omissions. Their duties include:

1. Co-operation with management and the host company where appropriate to ensure that safe and healthy work practices are maintained, and statutory requirements met.
2. Reporting promptly to management or the host company any hazardous situation or defect.
3. Making full and proper use of and maintaining any safety equipment.
4. Following any instruction and training involving risk to health and safety.
5. Acting responsibly and refraining from reckless behavior at work.

### Statement of Intent

It is the policy of the organization to take all measures which are reasonably practicable to:

- (a) Ensure the health, safety and welfare of all persons at work.
- (b) Protect employees, visitors and the public generally against risks to their health and safety at work which may arise from **MP Resourcing Ltd's** activities.

**MP Resourcing Ltd** undertakes to provide the necessary resources and seeks the co-operation of all persons at work with a view to implementing the requirements of the Health and Safety at Work Act 1974 and the relevant statutory provisions.

The Managing Director has ultimate responsibility for the implementation of Health and Safety Policy.

**MP Resourcing Ltd** undertakes so far as reasonably practicable and with the shared responsibility of host companies to:

- (a) Provide and maintain plant and systems of work that are safe and without risk to health and safety;
- (b) Arrange for ensuring safety and the absence of risks to health in connection with the use, handling, storage and transport of articles and substances;
- (c) Provide such instruction, training and supervision necessary to ensure health and safety;
- (d) Provide and maintain a safe working environment;
- (e) Define responsibilities for health and safety and consult where appropriate with employees;
- (f) Identify and report any hazards which may exist;
- (g) Record and investigate any accidents; and,
- (h) Monitor the health and safety performance on a regular basis and review this Policy Statement annually.

### ***MP Resourcing Ltd's Arrangements for Implementing this Health and Safety Policy***

The Managing Director, directors and senior managers are responsible for health and safety throughout **MP Resourcing Ltd** and will monitor the implementation on a regular basis. In particular:

- (1) **Legal Requirements** - Directors and managers will take all necessary measures to ensure compliance with all the legal requirements of the Health and Safety Commission and the Health and Safety Executive.
- (2) **Health and Safety Instruction and Training** - Directors, managers and host companies are responsible for the identification of the general and specific health and training requirements of employees.
- (3) **Health and Safety Information** - **MP Resourcing Ltd** will ensure that all the relevant health and safety information is available to all employees.
- (4) **Joint Consultation** - **MP Resourcing Ltd** will ensure that there is an effective system for consultation with employees on health and safety matters.
- (5) **Risk Assessments and Safe Systems of Work** - **MP Resourcing Ltd** recognises its duties as an employer to undertake suitable and sufficient risk assessments which will be undertaken and where necessary documented and implemented in conjunction with the host company where appropriate. Subsequently the required training will be completed
- (6) **Safe monitoring and Hazard Reporting** - **MP Resourcing Ltd** will ensure there is an effective process in place for the reporting of hazards and corrective action
- (7) **Accident and Ill-Health Reporting and Recording** - **MP Resourcing Ltd** will ensure there is an effective system for reporting, recording and investigating all accidents and ill health.
- (8) **Welfare Amenities** - **MP Resourcing Ltd** will ensure that welfare provisions, i.e. sanitation, hand washing, clothing storage, drinking water and facilities for taking meals are provided and properly maintained.
- (9) **First Aid Arrangements** - **MP Resourcing Ltd** will ensure adequate provision of first aid treatment for employees and other persons present.
- (10) **Maintenance of the Workplace, Equipment and Systems** - **MP Resourcing Ltd** will ensure that there is a satisfactory system in place for monitoring and testing.
- (11) **Emergency Procedure** - **MP Resourcing Ltd** will ensure there is an established procedure to cover identified major emergencies where appropriate this will be done in conjunction with the host companies.
- (12) **Hazardous Substances** - **MP Resourcing Ltd** will ensure that all such substances are identified and controlled in such a way as to avoid risk.
- (13) **Fire Prevention and Protection** - **MP Resourcing Ltd** will ensure that arrangements for fire prevention and protection are adequate.
- (14) **Smoking** - **MP Resourcing Ltd** will enforce the Government's No Smoking Policy as of 1 July 2007.

### ***Statement on Policy on Health and Safety Training***

**MP Resourcing Ltd** recognises its duties under the Health and Safety at Work Act and will ensure that all the appropriate training is given to all employees. Employees working at sites of host companies are expected to receive the appropriate training during their first seven days and confirmation will be required from the host company.

### ***Statement on Policy on Sickness Absence***

**MP Resourcing Ltd** recognises its duties to protect the health of all employees but accepts that employees may be subject to periods of medically certificated or self-certificated absence. Under the terms of their Contract of Employment they are obliged to report all such absences to **MP Resourcing Ltd**

### ***Statement of Policy with Respect to New or Expectant Mothers***

**MP Resourcing Ltd** recognises its duties to new or expectant mothers under the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999. Employees must notify **MP Resourcing Ltd** as soon as they become aware that they are pregnant in order that the appropriate action can be taken to ensure their health and safety.



### *Statement of Policy with Respect to Young Persons at Work*

For the purposes of this Statement of Policy, a young person means anyone who has not attained the age of eighteen years.

**MP Resourcing Ltd** hereby undertakes to ensure that young persons employed by them are protected at work from any risks to their health and safety which are a consequence of their lack of experience, or absence of awareness of existing or potential risks, or the fact that young persons have not fully matured.

### *Statement of Policy on Vision Screening*

**MP Resourcing Ltd** recognises that employees using display screen equipment may be subject to visual fatigue. **MP Resourcing Ltd** recognises its duties under the Health and Safety (Display Screen Equipment) Regulations 1992 to ensure the provision of eye and eyesight tests for employees designated as “users” under the regulations.

### *Statement of Policy on Consultation with Employees on Health and Safety Matters*

**MP Resourcing Ltd** recognises its duties to consult with both trade union elected safety representatives and/or non-trade union representatives in regard to health and safety matters at work.

### *Statement of Policy on Lone Workers*

**MP Resourcing Ltd** recognises its duties to organize and control solitary workers, including contractors should it be necessary that they work alone

### *Statement of Policy on Road Safety*

This policy does not apply to commuting, unless the employee is travelling from their home to a location which is not their normal place of work.

#### Responsibility of Employee:

- Any employee who is required to drive, ride a motorcycle or bicycle to a temporary workplace must be competent and capable in a way that is safe for them and other people;
- It is against company policy for any employees to use their mobile phones while driving. The only exception to this is if they have appropriate hands-free technology installed in their vehicle.
- Employees must ensure that vehicles are properly maintained in accordance with the manufacturers recommendations and appropriate records kept;
- Be insured for business use and have an appropriate MOT certificate (if over three years old) and carry a first aid kit.
- All employees using vehicles must ensure they have a full UK driving licence.
- Ensure that they are able to carry out basic safety checks e.g. tyre pressure, oil levels, windscreen wiper blades, washer fluids and light bulbs;
- Ensure they are able to satisfy the eyesight requirements set out in the highway code;
- Ensure that they know what action to take to ensure their own safety following a breakdown of their vehicle;
- Ensure that any accident in which police, ambulance or fire services are involved is advised to the company as soon as possible;
- Ensure that the AA route planner is used for all journeys;
- Ensure that regular rest breaks including appropriate refreshments are taken to avoid fatigue; and
- Ensure that sufficient time is given to take account of any adverse weather conditions.

## New Starter Information (Rudolph & Hellmann Automotive)

### IMPORTANT INFORMATION

#### **MHE Training**

Forklift training is offered when available, you will have the opportunity to gain a license to operate either a Reach or Counterbalance Truck, this is offered free however due to the costs involved if you pass the course and leave within the first 4 weeks a charge of £300.00 will be made to cover your training. This will be deducted from any outstanding salary. You will also be required to pass a medical to drive trucks on-site.

#### **Attendance / Sickness Procedure**

Call MP Resourcing on **01865 819110** for any reason you cannot attend work. Your Attendance is very important and unacceptable levels of absence without documented Valid explanation may result in removal from site at Rudolph and Hellmann.

#### **Payment**

Money is paid into your bank account every Friday between the hours of 6am – 8:30pm. If you have not received your money by 9pm - call Didcot office **01235 330110** and ask to speak to Payroll.

#### **Payslips Wednesday**

Payslips are sent to your email address every Wednesday (Occasionally Thursday – notice given)

#### **Hours**

(ILC, AC, SEC & VZ2) Days Shift > 6am – 1:30pm / 1:30pm – 9pm

(ILC, AC, SEC & VZ2) Night Shift >9pm – 4:30am

(MLH) Day Shift > 6am – 5:45pm

(MLH) Night Shift > 5:45pm – 6am

#### **Overtime / Missing Hours**

Overtime is paid once you have worked 37.5 hours Basic (45 Hours in MLH). If at any point you seem to have missing hours, please inform payroll replying to your payslip with the correct information so we can amend this as quickly as possible.

#### **WTA (Working Saturday)**

Occasionally they require the early shift that week 6am – 1:30pm shift to work Saturday to cover loss of production. This is paid at Basic Rate or WTA.

#### **MP Resourcing App**

**MP Resourcing Ltd** has moved all processes to our app. You will need the new app to send in your Timesheets, Request Holiday and find information on how to Report Absence. When you download the app for the first time you will be asked to register by telling us about yourself. We strongly suggest registering and subscribing to Push Groups in the app settings as we will be able to send you messages regarding payslips, shifts and other important information through the app. You can register at any point by going to settings.

#### **Reporting Absence**

You will still need to call **01865 819110** at least one hour before your scheduled shift starts. Failure to do so may result in further action. Numbers to call are also listed in the Reporting Absence box in the app

#### **Timesheets**

This is only for missing hours not clocked hours. Take a photo of your authorised Timesheet, go to the Upload Timesheet section on the app, for all Rudolph & Hellmann members please select Rudolph & Hellmann (not Commercial Temporaries) and press Timesheet. Fill in the details requested (Name, Email, Phone Number, Employer, Department/Work Area and Position) and you must upload the Timesheet form photo from your phone. You can add any other relevant information in the Any further comments section.

#### **Holiday Requests**

This only for new holiday requests. Take a photo of your authorised Holiday Request form, go to the Holiday Request section on the app, for all Rudolph & Hellmann members please select Rudolph & Hellmann (not Commercial Temporaries) and press Holiday Request. Fill in the details requested (Name, Email, Phone Number, Employer, Department/Work Area and Position) and you must upload the Holiday Request form photo from your phone. You can add any other relevant information in the Any further comments section.