



LCM Labour Ltd Contract for Services (GLAA)

Important: This contract constitutes the written statement of particulars of your engagement as a worker as required by section 1 of the Employment Rights Act 1996. This is a legally binding document between us. Read it carefully and let us know if there is anything you disagree with or you do not understand. This contract establishes legal rights and obligations for both of us. This contract shall supersede and replace all prior contracts and agreements.

This contract is agreed between:

- A. The Employment Business; LCM Labour Ltd (Company No. 13622057) of 227 Roundhay Road, Leeds, England, LS8 4HS, and
- B. the candidate supplied by the Employment Business to provide services to the Hirer; ("You")

Agreed terms

1. LCM Labour Ltd (Employment Business) engages with and supplies workers who have the requisite skills to its clients ("Partner Agency").
2. LCM Labour shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Agency Worker for Assignments with its Hirers.
3. You have the skills, abilities, licenses and clearances necessary to provide services to LCM Labour Ltd's partner agency for the onward supply by LCM Labour Ltd's partner agency to their customers ("End Client").
4. You agree that where you accept the offer of work by LCM Labour Ltd (an "Assignment"), this allows LCM Labour Ltd to provide services to our partner agency and their end clients, such provision for services shall constitute a separate and distinctive engagement under this Contract for Services. Unless varied or amended or otherwise agreed between you and LCM Labour Ltd (whether verbally or otherwise) in accordance with the specific provisions of this contract, these terms and conditions shall apply for each Assignment.
5. You agree that where you provide the Services to LCM Labour Ltd in the furtherance of the provision of the contractor services then the terms and conditions in this agreement will apply ("the Contract").

The Services

6. LCM Labour Ltd is not obliged to offer any work to you at any time and you are not obliged to accept any work at any time. The offer of work by LCM Labour Ltd does not in any way oblige LCM Labour Ltd to offer further work or prevent LCM Labour Ltd from withdrawing work already offered. The acceptance of any work by you does not oblige you to accept any further work or prevent you from withdrawing from work already accepted whether it is before, during or after any particular period of work.

7. The fact that LCM Labour Ltd has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work.
8. LCM Labour will endeavour to obtain suitable Assignments for you to perform the agreed Type of Work. You shall not be obliged to accept any Assignment offered by LCM Labour.
9. You acknowledge 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 by the Employment Business and their Partner Agency; and
 - The Employment Business shall incur no liability to you should it fail to offer Assignments of the Type of Work or any other work to you.
10. The precise description and nature of your services to LCM Labour Ltd may be varied with each Assignment. The scope and extent of the services will be confirmed in written assignment schedules generated by LCM Labour Ltd or our Partner Agency.
11. The start date of your first Assignment will be specified in the assignment schedule. You will be notified of the start date of any subsequent Assignments in further assignment schedules as generated from time to time.
12. For the purposes of the Conduct Regulations and Section 1 of the Employment Rights Act, the Assignment Form will provide you with the following information:
 - The identity of the Hirer, and if applicable the nature of their business;
 - The date the Assignment is to commence and the duration or likely duration of Assignment and any termination requirements;
 - The Type of Work, location and details of hours during which you would be required to work
 - The Actual rate of Pay that will be paid, intervals and any expenses payable by or to the Agency Worker;
 - 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;
 - 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
 - Any other paid leave such as maternity, paternity or adoption leave
 - The details of pension entitlements and pension schemes; and
 - Any other benefits
13. You will ensure that the services are provided to the standard expected by LCM Labour Ltd, our Partner Agency or the end client as well as complying with any standards specified in any assignment schedule that is generated from time to time.
14. You will comply with any relevant health and safety procedures, security measures and site timescales.
15. There is no collective agreement which directly affects your engagement as a worker.
16. No probationary period applies to this Contract.

Place of work

17. Your place of work will vary from time to time and you will be informed of the details of the assignment and location where you will be required to work in written assignment schedules generated by LCM Labour Ltd or our Partner Agency.
18. You will not be required to work outside the UK.

Hours of work

19. Your hours of work will vary and will be confirmed to you prior to the commencement of an Assignment in written assignment schedules as generated from time to time.

Remuneration

20. You will be paid at an hourly rate (unless otherwise indicated). The hourly rate will be detailed before the commencement of any assignment in a written assignment schedule but will not be less than the appropriate statutory National Minimum Wage.
21. You should note that payment will only be made once a properly authorised time sheet has been submitted in accordance with clause 20 of this contract.
22. 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.
23. At the end of each week of an assignment (or at the end of an assignment if it is for a period of one week or less or is completed before the end of a week) a completed timesheet will be delivered to either LCM Labour Ltd or our Partner Agency indicating the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the end client.
24. Where you fail to submit a properly authorised time sheet, any payment due to you may be delayed while LCM Labour Ltd investigates (in a timely fashion) what hours, if any, were worked by you. LCM Labour Ltd shall make no payment to you for hours not worked.
25. You will be paid for all hours worked regardless of whether or not we receive payment from the Partner Agency or end client.
26. For the avoidance of doubt, your working time shall only consist of those periods during which you are carrying out work as part of an Assignment and recorded on a completed timesheet. Time spent travelling to the location of work as set out in the assignment schedule (with the exception of time spent travelling between two or more locations under the same Assignment), lunch breaks and other rest breaks may not count as part of your working time for these purposes.
27. You acknowledge and accept that it could be a criminal offence under the Fraud Act 2006 to falsify any time sheet, for example by claiming payment for hours that were not actually worked.

Annual leave

28. You are entitled to 5.6 weeks' paid holiday during each holiday year (including all bank holiday entitlements), calculated in accordance with and paid in proportion to the number of hours that you have worked on Assignments during the holiday year.
29. Your holiday leave year will be advised by our Partner Agency.

30. If an Assignment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.
31. Entitlement to payment for leave accrues in proportion to the amount of time worked by you on Assignments during the holiday year. For the avoidance of doubt, you will not accrue any holiday entitlement between Assignments.
32. You are only entitled to take leave that you have accrued.
33. All entitlement to annual leave must be taken during the course of the holiday year in which it accrues, and no untaken holiday can be carried forward to the next holiday year. Any unused holidays may be able to be carried over but this will be reviewed on a case by case basis.
34. You will be advised of the process for requesting holiday at the start of an assignment by our Partner Agency.
35. Where a bank holiday or other public holiday falls during an Assignment and you ordinarily would work on that day, then subject to you having accrued entitlement for payment for leave, that day shall count as part of your paid annual leave entitlement.
36. You shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of this contract.
37. Where these terms are terminated by either party, You shall repay to LCM Labour Ltd an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and you hereby authorise LCM Labour Ltd to take repayment of such monies by way of deduction from any monies owed to you. If, following such deduction you owe further monies in respect of pay received for annual leave taken but not accrued at the time of termination, you will repay such monies on demand.

Sickness absence

38. If you are absent from work for any reason, you must notify LCM Labour Ltd or our Partner Agency of the reason for your absence as soon as possible.
39. If you satisfy the qualifying conditions laid down by statute, you may be entitled to receive Statutory Sick Pay (SSP) at the prevailing rate in respect of any period of sickness or injury during the assignment. You will not be entitled to any other payments from LCM Labour Ltd during such periods. For SSP purposes, your qualifying days will be Monday to Friday.

Other paid leave

40. You may be eligible for some statutory paid leave (subject to statutory qualifying conditions), including maternity, paternity, shared parental pay, adoption and bereavement pay. For the avoidance of doubt, your entitlement to statutory leave will be governed by the relevant statute and you do not have any freestanding contractual right to be paid leave other than that specifically provided for under these terms.

Pensions

41. If You are eligible for auto-enrolment, LCM Labour Ltd will comply with its obligations under the Pensions Act 2008 and enrol you automatically into an approved pension scheme provided by Options Pension (the Pension Provider).

42. For the avoidance of doubt, any right that you may have to be enrolled in a statutory pension scheme is a statutory right only and you do not have a freestanding contractual right to be enrolled into a pension scheme by LCM Labour Ltd

Benefits

43. You are not entitled to receive any additional benefits other than those already outlined in this contract from LCM Labour Ltd.

Responsibility for the Services

44. Where required, you warrant that you have the necessary clearances and licences (including your eligibility to work in the UK) to provide the Services. You will inform LCM Labour Ltd or our Partner Agency immediately where any of these clearances or licences are revoked, rescinded, invalidated, suspended or are not operational.
45. You warrant that you have the skills, abilities and the necessary experience to provide the Services. For the avoidance of doubt, no training will be provided to you by LCM Labour Ltd. Details of any training which you may be required to undertake by our partner agency or the end client for the purposes of an Assignment will be set out in written assignment schedules.
46. Upon starting an assignment, you will be notified of any PPE policies and requirements.

47. Scope, Termination and Status

48. The parties agree that this relationship between LCM Labour Ltd and you is not one of employer and employee and that you are not an employee of LCM Labour Ltd and consequently do not have the associated statutory rights. You will be treated by LCM Labour Ltd as a “worker” as defined in Section 230(3)(b) of the Employment Rights Act 1996.
49. This Contract is exclusively between LCM Labour Ltd and you and does not represent, create or imply a contract between you and our partner agency or between you and the end client.
50. LCM Labour Ltd have Disciplinary and grievances procedures in place which you will need to follow should you wish to raise such a matter.
51. LCM Labour Ltd shall at all times comply with its obligations under the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018 when collecting and processing information relating to you in accordance with LCM Labour Ltd’s privacy notice.
52. You warrant that you shall comply with LCM Labour Ltd’s data protection policy when handling any personal data in the course of your Assignments including, where applicable, the data protection policy of our partner agency or end clients.
53. This Contract may be terminated by either party at any time without prior notice or liability.
54. If there is no work activity for a period of 12 weeks then a P45 shall be issued and any accrued holiday will be paid.

Confidentiality

55. In this Agreement, 'Confidential Information' means:

- 55.1. information relating to the business, management system, finances, transactions and affairs of LCM Labour Ltd, our partner agency or any end clients;
 - 55.2. trade secrets (including formulae, computer programs, processes, methods, inventions, technical data, databases, know-how, training techniques, marketing data, operating procedure, policies and practices and designs) relating to the business of LCM Labour Ltd, our partner agency or any end clients and/or any of their suppliers, agents or distributors;
 - 55.3. any information which is identifiable to you by LCM Labour Ltd, our partner agency or end clients as being confidential or secret in nature or which ought reasonably be regarded as confidential.
56. Except in the proper performance of your work on an Assignment (or as required by law), you will not, either during an assignment or at any time after it ends, without the prior written approval of LCM Labour Ltd, our partner agency or end clients, use confidential information for your own benefit or for the benefit of any other person, firm, company or organisation (other than LCM Labour Ltd, our partner agency or end clients the case may be), or directly or indirectly disclose confidential information to any person (other than any person employed by LCM Labour Ltd, our partner agency or end clients whose province it is to have access to that Confidential Information).
57. You must not make (otherwise than for the benefit of LCM Labour Ltd, our partner agency or end clients as appropriate) any notes, memoranda, records, tape recordings, computer programs, photographs, plans, drawings or any other form of record (whether electronic or paper) relating to any matter within the scope of the business or the dealings or affairs of LCM Labour Ltd, our partner agency or end clients.
58. At the end of each assignment or at any time and from time to time when requested by LCM Labour Ltd, you must deliver up to our partner agency or end clients or to LCM Labour Ltd (as directed) all property, equipment, records, correspondence, documents, files, confidential Information and other information (whether originals, copies or extracts) belonging to, or in any way relating to the business and affairs of LCM Labour Ltd, our partner agency or end clients, which is in your possession or custody or under your control including passes, ID cards, swipe cards, keys, documents, correspondence, files, equipment, computer equipment, computer disks, memory sticks and other digital storage or memory devices, passwords, passcodes and all copies, extracts or summaries of such items, whether in a physical or electronic form. You must also delete, irretrievably, any information relating to the business of LCM Labour Ltd, our partner agency or end clients that you have stored on any computer and communication systems, electronic or digital storage or memory device that does not belong to LCM Labour Ltd, our partner agency or end clients, including (to the extent technically practicable) from such systems and data storage services provided by third parties. You must, if required, confirm to LCM Labour Ltd, our partner agency or end client (as directed) in writing that you have complied with your obligations under this clause.

Miscellaneous

59. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.

60. Both parties agree that, with the exception of verbal agreements referred to in this contract, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
61. Should LCM Labour Ltd fail to enforce or apply any of the rights that it has under this contract, it shall not be construed that LCM Labour Ltd approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this contract in full at any time now or in the future.
62. The headings used in this contract are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties. References to the masculine include the feminine. References to the singular include the plural.
63. A person who is not party to this contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
64. The parties agree that this contract is governed by the laws of England and is subject to the exclusive jurisdiction of the English courts.

THIS IS A LEGALLY BINDING DOCUMENT:

The parties agree that they have read and understood the terms above and that they are a true reflection of the agreement between the parties and that both parties have had the opportunity to seek advice prior to the agreement of these terms.