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# Crew members contract for services

# Welcome to *Kangacrew*

*Kangacrew* is a recruitment consultancy that deals solely with the childcare sector, particularly children's day nurseries. We aim to recruit the very best crew members and provide them with the highest level of support so that they can deliver, to our clients, a first class service.

## The support we provide

*Kangacrew* prides itself in the way that it supports its crew members. We visit every company and location where you might be asked to work to ensure that it offers an acceptable working environment and that the personnel have a helpful and positive attitude towards temporary staff. You will never be asked to work in a location that is inconvenient or, in our view, unsuitable.

As part of our interview procedure, we may ask you to spend a few hours working in an actual nursery. This will help us to assess your aptitude for the work and also, if you are not qualified, whether you are comfortable with the tasks you are likely to be asked to do.

When you first register with us you will be asked to participate in an induction training programme covering the basics of working in a nursery environment, including Health and Safety.

On your first day of work at a new location we will accompany you to make the introductions and help ensure that your first day starts smoothly.

## The benefits of working for *Kangacrew*

### Rates of pay

We aim to pay rates which are in the top quartile of the Childcare sector.

### Pensions

You will be offered the opportunity to contribute to a stakeholder pension and according to length of service, we will offer a matched contribution up to 3 %.

### Mileage

We will pay 30p per mile for all journeys in excess of 20 miles (one way).

### Tax and NIC

We will pay you net of tax and VAT and provide you with all the necessary information to enable you to make a tax return.

### Holiday

25 paid days accrued holiday (including bank holidays).

### Reward scheme

You can earn points related to the length of service, which will entitle you to a Red Letter Day experience. We also run a reward scheme if you introduce a new member of staff, or a new company.

### Employee of the month

Our employee of the month receives a prize and is awarded as a result of feedback from various placements. Please fill in your personal details below and read the following pages which form your Contract of Employment. I hope you will really enjoy working for *Kangacrew* and that we will have a long term working relationship with you.

Your Name: .....

Signature: .....

# Crew members contract

## 1. Crew Members

- 1.1. These terms constitute a contract for services between *Kangacrew* and the temporary worker and they govern all assignments undertaken by the temporary worker. However, no contract shall exist between *Kangacrew* and the temporary worker between assignments.
- 1.2. For the avoidance of doubt, these terms shall not give rise to a contract of employment between *Kangacrew* and the temporary worker. The temporary worker is engaged as a self-employed worker, although *Kangacrew* is required to make statutory deductions from the temporary worker's remuneration in accordance with clause 4.1.
- 2.3 No variation or alteration to these terms shall be valid unless the details of such variation are agreed between *Kangacrew* and the temporary worker and set out in writing and a copy of the varied terms is given to the temporary worker stating the date on or after which such varied terms shall apply.

## 2. Assignments

- 3.1 *Kangacrew* will endeavour to obtain suitable assignments for the temporary worker; the temporary worker shall not be obliged to accept an assignment offered by *Kangacrew*.
- 3.2 The temporary worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by *Kangacrew*; that *Kangacrew* shall incur no liability to the temporary worker should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the temporary worker and *Kangacrew* during periods when the temporary worker is not working on an assignment.
- 3.3 At the same time as an assignment is offered to the temporary worker *Kangacrew* shall inform the temporary worker of the identity of the client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the temporary worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the temporary worker; and any risks to health and safety known to the client in relation to the assignment and the steps the client has taken to prevent or control such risks. In addition *Kangacrew* shall inform the temporary worker what experience, training, qualifications and any authorisation required by law or a professional body the client considers necessary or which are required by law to work in the assignment.
- 3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or bank holiday) following save where the temporary worker is being offered an assignment in the same position as one in which the temporary worker had previously been supplied within the previous five business days and such information has already been given to the temporary worker.
- 3.5 For the purpose of calculating the average number of weekly hours worked by the temporary worker on an assignment, the start date for the relevant averaging period under the working time regulations shall be the date on which the temporary worker commences the first assignment.
- 3.6 If, before the first assignment, during the course of an assignment or within the relevant period the client wishes to employ the temporary worker direct or through another employment business, the temporary worker acknowledges that *Kangacrew* will be entitled either to charge the client fee or to agree an extension of the hiring period with the client at the end of which the temporary worker may be engaged directly by the client or through another employment business without further charge to the client. In addition *Kangacrew* will be entitled to charge a fee to the client if the client introduces the temporary worker to a third party who subsequently engages the temporary worker within the relevant period.

## **4. Remuneration**

- 4.1 *Kangacrew* shall pay to the temporary worker remuneration calculated at a minimum hourly rate of £5 being the minimum rate of remuneration that *Kangacrew* reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per assignment basis, for each hour worked during an assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which *Kangacrew* may be required by law to make.
- 4.2 Subject to any statutory entitlement under the relevant legislation, the temporary worker is not entitled to receive payment from *Kangacrew* or clients for time not spent on assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

## **5. Statutory leave**

- 5.1 For the purposes of calculating entitlement to paid annual leave pursuant to working time regulations 1998 under this clause, the leave year commences on the date that the temporary worker starts an assignment or a series of assignments.
- 5.2 The temporary worker is entitled to 25 days (including bank holidays) paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.
- 5.3 Where a temporary worker wishes to take paid leave during the course of an assignment s/he should notify *Kangacrew* of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances *Kangacrew* may give counter-notice to the temporary worker to postpone or reduce the amount of leave that the temporary worker wishes to take and in such circumstances *Kangacrew* will inform the temporary worker in writing giving at least the same length of notice as the period of leave that has been requested.
- 5.4 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the temporary worker on assignment during the leave year. The amount of payment which the temporary worker will receive in respect of periods of annual leave taken during the course of an assignment will be calculated in accordance with and paid in proportion to the number of hours which the temporary worker has worked on assignment.
- 5.5 In the course of any assignment during the first leave year the temporary worker is entitled to request leave at the rate of one-twelfth of the temporary worker's total holiday entitlement in each month of the leave year.
- 5.6 Where a bank holiday or other public holiday falls during an assignment and the temporary worker does not work on that day, the public holiday shall count as part of the temporary workers paid annual leave entitlement.
- 5.7 Where this contract is terminated by either party and a P45 is requested, the temporary worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.4 above
- 5.8 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the temporary worker's status as a self-employed worker.

## **6. Sickness absence**

- 6.1 The temporary worker may be eligible for Statutory Sick Pay\* provided that s/he meets the relevant statutory criteria.
- 6.2 For the purposes of the Statutory Sick Pay\* scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

*\*Note: A worker who claims SSP will only be eligible to receive payment subject to all relevant criteria being satisfied if he is absent due to illness for four or more consecutive qualifying days. A “qualifying day” is one on which the worker normally works. So if a worker normally works Monday to Friday those will be the qualifying days. However if a worker works on an intermittent basis with no regular pattern of work it is possible to rely on the above clause to stipulate that a worker must be absent on four consecutive Wednesdays in order to qualify for SSP. This argument should only be used where there is genuinely no obvious pattern of work. SSP is payable from the fourth day of sickness. For more information on SSP see Chapter 2 B of the REC Legal Reference Guide.*

## **7. Time sheets**

- 7.1 At the end of each week of an assignment (or at the end of the assignment where it is for a period of one week or less or is completed before the end of a week) the temporary worker shall deliver to *Kangacrew* a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the client.
- 7.2 Subject to clause 7.3 *Kangacrew* shall pay the temporary worker for all hours worked regardless of whether *Kangacrew* has received payment from the client for those hours.
- 7.3 Where the temporary worker fails to submit a properly authenticated time sheet *Kangacrew* shall, in a timely fashion, conduct further investigations into the hours claimed by the temporary worker and the reasons that the client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the temporary worker. *Kangacrew* shall make no payment to the temporary worker for hours not worked.
- 7.4 For the avoidance of doubt and for the purposes of the working time regulations, the temporary worker’s working time shall only consist of those periods during which s/he is carrying out activities or duties for the client as part of the assignment. Time spent travelling to the client’s premises; lunch breaks and other rest breaks shall not count as part of the temporary worker’s working time for these purposes.

## **8. Conduct of assignments**

- 8.1 The temporary worker is not obliged to accept any assignment offered by *Kangacrew* but if s/he does so, during every assignment and afterwards where appropriate, s/he will: –
  - a) Co-operate with the client’s reasonable instructions and accept the direction, supervision and control of any responsible person in the client’s organisation;
  - b) Observe any relevant rules and regulations of the client’s establishment (including normal hours of work) to which attention has been drawn or which the temporary worker might reasonably be expected to ascertain;
  - c) Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the assignment and comply with the Health and Safety policies and procedures of the client;
  - d) Not engage in any conduct detrimental to the interests of the client;
  - e) Not at any time divulge to any person, nor use for his or her own or any other person’s benefit, any confidential information relating to the client’s or *Kangacrew*’s employees, business affairs, transactions or finances.
- 8.2 If the temporary worker is unable for any reason to attend work during the course of an assignment s/he should inform the client and/or *Kangacrew* within one hour of the commencement of the assignment or shift.
- 8.3 If, either before or during the course of an assignment, the temporary worker becomes aware of any reason why he may not be suitable for an assignment, he shall notify *Kangacrew* without delay.

8.4 You are required to lay a deposit down of £10 for the issue of the uniform. Upon termination of the contract with *Kangacrew*, the deposit will be refunded once the uniform has been returned.

## 9. Termination

9.1 *Kangacrew* or the client may terminate the temporary worker's assignment at any time without prior notice or liability.

9.2 The temporary worker may terminate an assignment at any time without prior notice or liability.

9.3 If the temporary worker does not inform the client or *Kangacrew* [in accordance with clause 9.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the temporary worker in accordance with clause 9.2 unless the temporary worker can show that exceptional circumstances prevented him or her from complying with clause 9.2.

9.4 If the temporary worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the temporary worker.

9.5 If the temporary worker does not report to *Kangacrew* to notify his availability for work for a period of three weeks, *Kangacrew* will forward his P45 to his last known address.

## 10. Law

10.1 These terms are governed by the law of England and Wales are subject to the exclusive jurisdiction of the courts of England and Wales.

.....  
Signed by the *crew member*\*

Date .....