



AGENCY WORKER TERMS & CONDITIONS

PINSON'S COMMITMENT

Pinson will endeavour to try and find you (The agency worker) continuous work and although Pinson TM will do their best to keep you in consistent work, some shifts may be cancelled by the client at a short notice. If you are cancelled within 4 hours prior to the shift starting, you will be paid for the shift in full.

DEFINITIONS

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Client”

means the person, firm, or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied or introduced.

“Agency”

means Pinson TM Limited, of 25, Coulton Avenue, Northfleet, Kent, company number 14080425.

“Temporary Worker”

means the individual who is introduced by the Agency to render services to the Client.

“Services”

means the employment agency services provided by the Agency to the Candidate as set out in these Terms and Conditions.

You (The agency worker) are registering to work for Pinson TM Limited (The Agency) on a self-employed basis.

[Policy: PTM-D06-Agency Worker Terms and Conditions-V2](#)

Pinson TM Limited is a private limited liability company and is registered in England and Wales with registration number 14080425.

Registered Address: 25 | Coulton Avenue | Gravesend | Kent | DA11 8DZ.
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Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.1.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;
- 1.1.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.1.3 “these Terms and Conditions” is a reference to these Terms and Conditions [and any Schedule[s]] as amended or supplemented at the relevant time;
- 1.1.4 [a Schedule is a schedule to these Terms and Conditions;]
- 1.1.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions [(other than the Schedules) or a paragraph of the relevant Schedule]; and
- 1.1.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.3 Words imparting the singular number shall include the plural and vice versa.
- 1.4 References to any gender shall include any other gender.

2. The Contract

- 2.1 Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict with any other Terms and Conditions these terms shall prevail unless agreed otherwise in writing by a Director of the Agency.
- 2.2 The Candidate shall be deemed to have accepted and agreed to be bound by these Terms and Conditions upon their submission of any information or data to the Agency.
- 2.3 Accordingly, a contract on these Terms and Conditions shall be deemed to come into existence between the Agency and the Candidate, following receipt of these Terms and Conditions by the Candidate, upon submission by the Candidate to the Agency of any information or data.
- 2.4 The Agency may update these Terms and Conditions from time to time for legal or regulatory reasons. The Agency shall make reasonable efforts to notify Clients and the Candidate of the occurrence and the details of any such changes.
- 2.5 These Terms and Conditions supersede all previous terms of business.

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3. The Services

- 3.1 The Candidate shall have the facility to browse vacancy advertisements and apply for any vacancies that it so chooses.
- 3.2 The Agency shall provide its services to the Candidate as a recruitment agency and at no cost to the Candidate. The Agency is engaged and paid by its Clients to fill temporary positions and full time positions.
- 3.3 [The Agency shall inform the Candidate of any and all vacancies for which the Candidate is suitable and which meet the Candidate's requirements.]
- 3.4 [Whilst the Agency shall use its reasonable endeavours to inform the Candidate of vacancies that meet the Candidate's requirements, it does not undertake or guarantee that any such vacancies will be available or that it shall inform the Candidate of all or any particular available vacancies.]
- 3.5 Whilst the Agency requires its Clients to ensure that all information that the Clients provide to it is complete, accurate and up-to-date, the Agency does not undertake or guarantee that the vacancy advertisements and other information made available to the Candidate will be complete, accurate or up-to-date.

4. [Vacancy Notifications]

- 4.1 [If the Candidate has chosen to receive email updates of vacancies that are relevant to them from the Agency, the provisions of this Clause 4 shall apply.]
- 4.2 The Agency shall send emails to the Candidate <<insert frequency>> and they shall contain listings of vacancies submitted to the Agency within the previous <<insert period>> which match the Candidate's criteria.
- 4.3 The Agency shall be under no obligation to send such emails and it does not give any guarantee with regard to the number of vacancies featured in each email.]

5. Candidate Information

- 5.1 In order to use the Services, the Candidate must provide details and information which shall include, but not be limited to:
 - 5.1.1 their identity;
 - 5.1.2 contact information;
 - 5.1.3 date of birth;
 - 5.1.4 qualifications (including, but not limited to, any required by law or any relevant professional body);
 - 5.1.5 any necessary authorisations and permits;

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- 5.1.6 training, experience and employment history;
- 5.1.7 references;
- 5.1.8 the Candidate's confirmation that they are legally entitled to work in the location and vacant position to be filled, and, where required by the Agency, evidence of all the foregoing matters.

The Agency requires such details in order to match the Candidate with the appropriate Clients and vacancies.

- 5.2 The Candidate must ensure that all information submitted to the Agency is, to the best of their knowledge, true, accurate, complete, and up-to-date.
- 5.3 In the event that the information submitted to the Agency by the Candidate becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate must submit appropriately revised information to the Agency as soon as is reasonably possible.
- 5.4 Where any of the information submitted to the Agency by the Candidate contains details which could be used to identify a third party (including, but not limited to, referees), the Candidate must obtain the permission of that party to supply their details to the Agency prior to the Candidate submitting the information to the Agency.
- 5.5 The agency is required to carry out a Right To Work check as outlined in clause 19.

6. Application

- 6.1 When applying for a vacancy, the Candidate must ensure that they:
 - 6.1.1 have read the complete details of the vacancy;
 - 6.1.2 understand the requirements of the vacancy;
 - 6.1.3 meet the requirements of the vacancy;
 - 6.1.4 possess any requisite qualifications required by the vacancy; and
 - 6.1.5 have obtained or applied for any relevant permits or authorisations.
- 6.2 When completing forms or any other application documents, the Candidate shall ensure that the details included on the form are to the best of their knowledge, true, accurate, complete and up-to-date.
- 6.3 The Agency shall forward the Candidate's details and information to a Client for the purpose of the relevant vacancy only and shall only do so with the Candidate's express permission. In the event that the Candidate wishes to apply for multiple vacancies to the same Client, they must submit a separate application for each vacancy.

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- 6.4 The Agency may in its discretion decide not to forward any application by the Candidate to any Client if the Agency considers the application not to conform to the requirements of these Terms and Conditions.
- 6.5 Pinson TM operate a one strike policy. If you fail to attend a confirmed shift with no notice, you will be removed from the agency and any of the work we offer. If you are unable to attend the shift, you will need to notify the agency as soon as possible.
- 6.6 Before agreeing to complete a shift through Pinson TM Limited you must ensure you have means of getting to the location of work either by public transport or your own vehicle.

7. How We Use Your Personal Data (Data Protection)

- 7.1 All personal data that the Agency may use will be collected, processed, and held in accordance with the provisions of Data Protection Legislation and the Candidate's rights thereunder.

"Data Protection Legislation" means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.

"personal data" means personal data as defined in the UK GDPR.

- 7.2 For complete details of the Agency's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Candidate's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Agency's Privacy Notice available from www.pinsontm.co.uk

8. Liability

- 8.1 The Agency shall not be liable to the Candidate for any of the following:
 - 8.1.1 The loss of any information, data, CVs or other materials submitted by the Candidate;
 - 8.1.2 Any errors or inaccuracies present in the information presented to the Candidate including, but not limited to, vacancy advertisements;
 - 8.1.3 The failure of the Candidate to secure employment with any of its Clients whether caused by the negligence of the Agency, its employees or agents, or any other cause;
 - 8.1.4 Any loss or damage of any kind, howsoever caused arising out of the negligence, misconduct, dishonesty, breach of faith or breach of contract on the part of any Client; and

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- 8.1.5 Any loss or damage of any kind, howsoever caused arising out of any material submitted to the Agency by the Candidate.
- 8.2 If the Agency is in breach of these Terms and Conditions, it shall only be responsible for any losses to the extent that they are foreseeable to both the Candidate and the Agency as a consequence of such breach.
- 8.3 Notwithstanding, sub-Clause 8.2, the Agency shall not in any event be liable for any business losses such as lost data, lost profits or business interruption.
- 8.4 Nothing in these Terms and Conditions shall exclude or otherwise restrict the Agency's liability either for death or personal injury arising out of its own negligence or for fraud.
- 8.5 If you use your own vehicle during your working hours, it is your responsibility to ensure your vehicle is road worthy, with valid tax, MOT, and motoring insurance. Pinson TM Limited will not be held liable for any damages caused to your vehicle prior, during, or after your working shift.
- 8.6 If you are operating any vehicles / equipment on behalf of the client, you are liable for any losses and damages caused during this time. Pinson TM Limited will not be held liable for any damages caused to the client's vehicles / equipment during your working shift. Any excess and / or repairs will be charged to the agency worker. The Agency will inform the temporary worker prior to withholding any funds owed.

9. Indemnity

The Candidate shall indemnify the Agency against any costs, liability, damages, loss, claims or proceedings incurred or sustained by the Agency which arise out of the Candidate's use of the Services (including results achieved or unachieved), the Agency's submission to any Client of any incorrect or incomplete information provided to the Agency by the Candidate (whether or not that information is required by these Terms and Conditions), or the Agency's submission to any Client of any application made by the Candidate for a vacancy where that application contains any incorrect or incomplete information provided to the Agency by the Candidate, or any breach of any of these Terms and Conditions by the Candidate.

10. Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing any of their obligations thereunder where such failure or delay results from any event, cause or circumstance that is beyond the reasonable control of that Party. Such event, cause or circumstance includes, but is not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, epidemic, pandemic or other natural physical disaster, acts of terrorism, acts of war, governmental

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action or any other similar or dissimilar event that is beyond the control of the Party in question.

11. Notices

- 11.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Agency or by the Candidate.
- 11.2 Notices shall be deemed to have been duly given:
 - 11.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 11.2.2 when sent, if transmitted by e-mail and a successful return receipt is generated; or
 - 11.2.3 on the fifth business day following mailing, if mailed by national ordinary first class mail, postage prepaid.
- 11.3 All notices these Terms and Conditions shall be addressed to the most recent address or e-mail address notified to the other Party.
- 11.4 If you are going to be late for your shift and have a valid reason you must inform the client contact with as much notice as possible. Being late with no valid reason can result in your shift being cancelled with no pay.

12. Relationship of Parties

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of principal and agent (other than the agency necessarily arising by law by virtue of the Agency acting as a recruitment agency), or of employer and employee between the Agency and the Candidate.

13. Third Parties

Nothing in these Terms and Conditions shall confer any benefit on or be enforceable by any party that is not a party to these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999.

14. Severance

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

[Policy: PTM-D06-Agency Worker Terms and Conditions-V2](#)

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15. Modification and Entire Agreement

- 15.1 The Agency may modify these Terms and Conditions at any time. In the event that it makes any modifications, it shall forthwith publish details of them under PTM-D06-Agency Worker Terms and Conditions- "on the Agency website at www.pinsontm.co.uk ". It shall also send an email to the Candidate detailing the modifications.
- 15.2 If the Candidate does not agree to be bound by any modified terms and conditions the Agency introduces, the Candidate must immediately cease using the Services upon publication of those modified terms and conditions.
- 15.3 These Terms and Conditions as modified in accordance with this Clause 15 shall represent the entire agreement between the Candidate and the Agency, and it supersedes all previous agreements, terms, conditions, representations or claims which may have been made or agreed upon between them.

16. Law and Jurisdiction

- 16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

17. Payment

- 17.1 All wages due to the Temporary Worker and the payment intervals thereof shall be calculated prior to the commencement of an Assignment. Such payments shall be based upon an hourly rate. All payments will be made via a personal service company, payroll company or limited company. All deductions for PAYE, National Insurance contributions and any further deductions required by law are your responsibility to manage between yourself and the payment method of your choice.
- 17.2 Payment of wages to the Temporary Worker by the Employment Business shall be made upon the presentation by the Client to the Employment Business of a completed and signed Timesheet in accordance with Clause 18.
- 17.3 In the event that details on a Timesheet are contested by the Client, the Temporary Worker may be required to assist in the resolution of any dispute. Failure to cooperate in such matters may result in a delay in the payment of wages to the Temporary Worker.

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- 17.4 We reserve the right to withhold payments to you if any money is owed to the agency. This may be due to training courses provided, damages caused, or shifts terminated. Any reason for pay to be deducted will be confirmed to you in writing prior.
- 17.5 You (The agency worker) are responsible for supplying Pinson TM Limited with a formal invoice, either via your own limited company, accountant or authorised representative. All invoices must display our job / purchase order number to ensure payment is allocated correctly. Failure to provide your invoice in time may result in delayed payment.

18. Timesheets

- 18.1 The Employment Business requires Timesheets to be signed by the Client in order to verify the number of hours worked by the Temporary Worker.
- 18.2 In the absence of any agreement to the contrary, Timesheets shall cover a period of 7 days.
- 18.4 If the Temporary Worker is required to produce any evidence relating to hours worked that is supplementary to a Timesheet, they must do so forthwith.
- 18.5 (The Temporary worker) are responsible for supplying images via a 3rd party application Hand-E-Pix to document time of arrival, constant monitoring (Hourly Images) and time of departure. Failure to provide evidence in the form of images via the 3rd party application may result in funds being delayed or withheld until such evidence has been provided.

19. Right to work

Pinson TM Limited Carry out RTW Digital Checks provided by an IDVT supplier. For more information, please refer to our PTM-P09-Modern Slavery, Illegal Workers & Human Trafficking Statement, this can be found on our website at <https://www.pinsontm.co.uk/business-documents>. By accepting you have read, understood and acknowledged this, you consent to us sharing your personal data with our approved suppliers to carry out the RTW checks. If you do not consent to this, please contact us on Register@pinsontm.co.uk prior to registering with us as an agency.

20. Information provided by the temporary worker

Please ensure all details and photo ID provided to the agency are accurate and true. Failure to provide accurate information or misleading information can result in the termination of your services. It is your responsibility to inform

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21. Equipment

21.1 You (The agency worker) are responsible for supplying, cleaning, and maintaining PPE when working for one of our clients. Failure to do so can possibly result in your shift being cancelled with no pay. If you currently do not have the correct PPE, please contact us and we will be able to organise PPE at a discounted price for you.

General PPE will include however is not limited to: (In line with the traffic management PPE BS EN standards) Hard Hat | Safety Boots | High visibility vest (plain & long sleeved) | High Visibility trousers | Safety Glasses | Gloves

22. Termination

22.1 Unless unsafe to do so you must follow all instructions given to you by clients. Failure to do so may result in your position being terminated with the client and any other of Pinson's clients.

22.2 If you attend a shift and refuse to complete a reasonable work request, you will be removed from our books and Pinson TM will NOT allocate you to any other clients in the future. This may also result for only payment being made for the hours of work completed.

22.3 We at Pinson TM work with an open-door policy and will be available to assist you should you have any questions via phone call, Text/WhatsApp, or email. Our team has a lot of experience in the traffic management industry and are attached to an excellent training centre dedicated to assisting you with progressing your career in traffic management industry.

22.4 If your shift is cancelled within 3 hours of your start time, you will be paid for a full shift.

23. Variation of work location

23.1 The agency or client may request a change of location during your working day. If the request is fair and reasonable, we expect the agency worker to follow the instructions.

23.2 The temporary worker is paid on a hourly / shift basis and will be expected to carry out the duties during this timeframe.

23.3 The temporary worker will not receive payment per location as outlined in clause 23.1 unless agreed in writing with a director of the agency.

23.4 Refusal to carry out a fair and reasonable request for the change of location, may result in payments being delayed / withheld or payments only being made for the time working during this day. As the agency worker is on hourly pay, you may not receive money for the hours not worked.

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24. Policies, Procedures & Documentation

24.1 By accepting the agency workers terms and conditions, you are also confirming you have read and understood all policies set out in the link below. You (The agency worker) agree and understand that it is your responsibility to follow all policies and procedures when working directly for Pinson TM Limited.

24.2 When your labour is subcontracted it is likely that (The agency worker) will be working in accordance with the primary contractors: Health and safety policies, site inductions, PPE arrangements, reporting procedures and safe systems of work.

24.3 All information shared with you is confidential and must not be shared with a 3rd party. I understand that Pinson TM Limited have no obligation to provide me with a set number of working hours and that I am being used on a zero-hour agreement.

Please view our Policies, Procedures and Important documents below:

<https://www.pinsontm.co.uk/business-documents>

The policies & procedure set out on this page are as follows, if you do not have access to any of these documents, please contact a member of the Pinson TM team.

- PTM-D06-Agency Worker Terms and Conditions-V2
- PTM-P01-Equal Opportunities Policy-V2
- PTM-P02-Data Protection Policy-V1
- PTM-P03-Health & Safety Policy-V2
- PTM-P04-Staff Development Procedure-V1
- PTM-P05-Communication Procedure-V1
- PTM-P06-Alcohol And Substance Abuse Policy-V1
- PTM-P07-Environmental Policy Statement-V2
- PTM-P08-Anti-Harassment Policy-V1
- PTM-P09-Modern Slavery, Illegal Workers & Human Trafficking Statement
- PTM-P10-Anti-Bribery Policy-V2
- PTM-P11-Quality Policy-V2
- PTM-P14-Anti-Slavery & Human Trafficking Policy-V1
- PTM-P13-Safety Observation Form-V1
- PTM-F09-Accident Form v1

Policy: [PTM-D06-Agency Worker Terms and Conditions-V2](#)

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Pinson TM Limited

Telephone Number: 02045 404 341 | Email: Hello@pinsontm.co.uk



We look forward to working with you.

Version: V3

Reviewed 29th of February 2024.

This document has been approved by the Directors of Pinson TM Limited and signed on its behalf.

C.Lappin

Mr Charlie Lappin

Director

JLBenson

Mr Jordan Benson

Director

[Policy: PTM-D06-Agency Worker Terms and Conditions-V2](#)

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