

How we engage with you

Once we are satisfied that you meet our eligibility criteria, you will be permitted to work with us and our clients.

We recognise that each candidate may wish to offer their services in a variety of different forms. Candidates will therefore have the option to work with us:

- directly, as an agency worker; or
- via a personal service company or an umbrella company.

Please see below the differences between each engagement and the legal implications of each.

	Agency Worker Contract	Personal services company and/or an umbrella company (Intermediary)
Contractual arrangements	<p>YWR will offer you a personal "Temporary Agency Worker Contract".</p> <p>All contractual arrangements will be between YWR and you directly, in accordance with the terms of your Temporary Agency Worker Contract.</p>	<p>YWR will engage with the Intermediary directly.</p> <p>YWR will not engage with candidates directly, or enter into direct contractual arrangements.</p>
Status	<p>You will be engaged by YWR as an agency worker, pursuant to the Agency Work Regulations 2010 (AWR).</p> <p>YWR will therefore be obliged to provide you with all rights and benefits pursuant to your "worker" status and the AWR.</p>	<p>You will be engaged directly with the Intermediary and the Intermediary will be responsible for offering you terms of engagement (this may be as a worker, employee or self-employed contractor).</p> <p>YWR will not be responsible for your engagement with the Intermediary or any associated rights or benefits.</p>
Mutuality of obligations	<p>As an agency worker, we will not be obliged to offer you work and you will not be obliged to accept any work offered.</p>	<p>This will be determined pursuant to the terms of your engagement with the Intermediary. YWR will have no duty to offer you work at any time (directly or otherwise).</p>

<p>Holiday entitlement and sick pay</p>	<p>As an agency worker, you will be entitled to paid holiday and sick leave as set out in your Temporary Agency Worker Contract.</p>	<p>Any holiday pay entitlement and/or sick pay entitlement will be determined pursuant to the terms of your engagement with the Intermediary. YWR will have no liability in respect of your holiday and/or sick pay entitlements.</p>
<p>Notice to terminate</p>	<p>Any notice requirements will be detailed within your Temporary Agency Worker Contract.</p>	<p>This will be determined pursuant to the terms of your engagement with the Intermediary. YWR will have no liability in the event that your engagement with the Intermediary is terminated.</p>
<p>Payment methods / tax and national insurance deductions</p>	<p>YWR will be responsible for processing any payments due to you, which will be paid on a weekly basis subject to the hours you worked in the preceding week.</p> <p>All payments received (save for in respect of any genuine expenses) will be subject to deductions at source for tax and national insurance contributions.</p>	<p>YWR will pay the Intermediary for your services and the intermediary will be solely responsible for paying you any fees/wages due.</p> <p>The Intermediary shall also be solely responsible for processing your fees/wages and deducting all necessary tax and national insurance contributions, as legally required.</p> <p>YWR shall not be liable in respect of any fees/wages due to you personally, or in respect of any deductions for tax and/or national insurance contributions due.</p> <p>In the event that the Intermediary fails to make the appropriate tax and/or national insurance deductions from your wages/fees (as legally required), such liability shall transfer to you and you shall be responsible for ensuring all tax and/or national insurance contributions have been duly accounted for and paid (as detailed below "IMPORTANT INFORMATION").</p>
<p>Pension rights</p>		

	<p>YWR will comply with the Pensions Act 2008. Details of any such entitlements will be set out in your Temporary Agency Worker Contract.</p>	<p>This will be determined pursuant to the terms of your engagement with the Intermediary. YWR will have no liability in respect of your pension entitlements.</p>
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IMPORTANT INFORMATION:

By confirming that you wish to provide your services via an intermediary, you accept that:

- In the event that you are offered work by YWR, you will be working under the supervision, direction or control of YWR clients pursuant to the performance of your services;
- There is no obligation on YWR or any of our clients to account for tax or national insurance contributions from payments due to you by the Intermediary;
- You hereby agree (by signing and returning this Registration Form) to irrevocably indemnify YWR and our clients in respect of:
 - any income tax and/or primary class 1 (employee) national insurance contributions or other financial liabilities arising from the provision of your services, in the event that they are not duly met by your nominated intermediary;
 - any secondary class 1 (employer) national insurance contributions (or any similar liability for social security contribution in any jurisdiction) that YWR is liable to pay (or reasonably believes it is liable to pay); and
 - against any interest and penalties that YWR is liable to account for together with any costs reasonably and properly incurred by YWR in relation to the provision of your services via your nominated Intermediary company (as above).

We recommend that you obtain your own legal advice in respect of the above, as acceptance of these terms will create a legally binding agreement on you personally.