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 Ref PA3-08022012 V1

**TERMS OF ENGAGEMENT**

**BETWEEN**

- 1) «brand» (Company No. «bcompanyregno») whose registered office is at 1450 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire, PO15 7AF (“the Employment Business”); and
- 2) «Forename» «Surname» of «pADDRESS1» «pADDRESS2» «pADDRESS3» «pTown» «pCOUNTY» «pPOSTCODE» (“the Temporary Worker”).

**DEFINITIONS AND INTEPRETATIONS**

In these Terms of Engagement (‘the Terms’) the following definitions apply:-

- “Assignment” means the period during which the Temporary Worker is supplied by the Employment Business to render services to the Client;
- “Client” means the person, firm or corporate body to whom the Temporary Worker provides his services via the Employment Business;
- “Working Week” means an average of 48 hours each week calculated over a 17 week reference period:

References to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms are for convenience only and do not affect their interpretation. Unless otherwise specified, a reference to a statutory provision is a reference to that provision as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of the Contract) and to any subordinate legislation made under it.

**1. THE ASSIGNMENT**

<b>CLIENT :</b>	«CompanyName»
<b>ADDRESS:</b>	«siteaddline1» «siteaddline2» «siteaddline3» «sitetown» «sitecountyname» «sitecountryname» «sitepostcode»
<b>REPORTS TO:</b>	«ReportsToName»
<b>VACANCY TITLE:</b>	«VacancyTitle»
<b>COMMENCEMENT DATE:</b>	«STARTDATE»
<b>TIME:</b>	«STARTTIME»
<b>EXPECTED HOURS PER WEEK</b>	«HOURSOFWORK»
<b>ANTICIPATED DURATION:</b>	«Duration»
<b>NOTICE PERIOD:</b>	«noticeperiod»
<b>EXPECTED END DATE:</b>	«ExpectedEndDate»
<b>THE ACTUAL RATE OF PAY :</b>	«PayRate» «Rate Type»
<b>AWR LEAVE ENTITLEMENT:</b>	«awrannualleave»
<b>HOLIDAY ACCRUAL:</b>	«HolidayAccural»

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## 2 THE CONTRACT

- 2.1 These Terms constitute a contract for services between the Employment Business and the Temporary Worker and govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a worker, although the Employment Business is required to make statutory deductions from his remuneration in accordance with clause 4.1.
- 2.3 By commencing work under an Assignment the Temporary Worker confirms his agreement to provide his services in accordance with these Terms.
- 2.4 No variation or alteration of these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker, no later than the end of the fifth business day following the day on which such varied terms were agreed, stating the date on or after which such varied terms shall apply.
- 2.5 These Terms supersede any and all other previous agreements and arrangements (if any) whether written, oral or implied between the parties relating to the services to be provided by the Temporary Worker under an Assignment.
- 2.6 The Client can enforce such provisions of the Terms as are expressed for the benefit of the Client pursuant to the Contracts (Rights of Third Parties) Act 1999. Subject to this clause 2.6 a person who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act. Notwithstanding that the Client has the benefit of certain provisions of the Terms the Client's consent shall not be needed in respect of any variation of the terms of the Terms.

## 3 ASSIGNMENTS

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business. The failure by the Employment Business to offer suitable Assignments to the Temporary Worker shall not give rise to any liability on the part of the Employment Business. If the Temporary Worker accepts an Assignment he confirms that he is willing to work in the position the Client seeks to fill.
- 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 suitability shall be determined solely by the Employment Business and that the Employment Business 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 the Employment Business 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, the Employment Business shall inform the Temporary Worker of the identity of the Client, the date the Assignment is to commence and the duration or likely duration of the work and the rate of remuneration that will be paid. The specific details of the Assignment shall be described in Clause 1 of these Terms.
- 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 verbal confirmation of the Assignment being made to the Temporary Worker 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 1998 shall be the date on which the Temporary Worker commences the Assignment.
- 3.6 The Temporary Worker shall return in good working condition any equipment provided by the Client or at its direction, failing which the Temporary Worker shall be liable to pay the full replacement cost thereof. The Temporary Worker shall not be permitted to utilise any of the Client's equipment for personal use, unless otherwise agreed with the Client and the Employment Business. In the event the Temporary Worker provides any equipment it shall ensure that such equipment is in good working order, fit for purpose and complies with any relevant health and safety testing requirements.

## 4 REMUNERATION

- 4.1 The Employment Business shall pay to the Temporary Worker the remuneration as shown in Clause 1, which shall not be less than the national minimum wage and national living wage. The actual rate will be notified on a per Assignment basis, for each hour (to the nearest quarter hour) or day worked during an Assignment to be paid weekly in arrears, subject to deductions in respect of PAYE Income Tax pursuant to Ss44 to 47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make or any sums due from the Temporary Worker to the Employment Business in respect of any over-payments and/or cost of repairing damage to the Client's property. Bank Holiday rates are discretionary. If the Bank Holiday rate is not specified in clause 1 and an uplifted rate is applicable, where possible the Employment Business will advise the Temporary Worker prior to working the bank holiday.
- 4.2 Subject to clause 5 (regarding statutory leave) and any other statutory entitlement under the relevant legislation, the Temporary Worker is entitled to receive payment from the Employment Business or clients for time not spent on an Assignment, whether in respect of illness or absence for any other reason unless otherwise agreed.
- 4.3 Notwithstanding any agreement to the contrary, any expenses incurred by the Temporary Worker during performance of the Assignment shall be at the Temporary Worker's own cost.

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- 4.4 Where expenses are payable to the Temporary Worker, they must be agreed in advance by the Client, supported by valid documentation and invoiced to the Employment Business, separately, within 60 days of being incurred. For the avoidance of doubt, the Employment Business shall have no liability for expenses claimed 60 days after being incurred.
- 4.5 The Temporary Worker agrees and acknowledges that timesheets submitted at any time following the termination of the assignment shall only be paid once verified by the client.
- 4.6 In the event of any over-payment by the Employment Business to the Temporary Worker, the Temporary Worker shall immediately upon demand repay all outstanding amounts due to the Employment Business.

## 5 STATUTORY LEAVE

- 5.1 For the purposes of calculating entitlement to leave under this clause, the leave year commences on 1 January of each year. If the Temporary Worker commences or finishes a continuous period of Assignments during a leave year, leave will be calculated as a proportion of the leave year.
- 5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 28 days paid leave per complete leave year (inclusive of bank and public holidays). The Employment Business' leave runs between 1<sup>st</sup> January and 31<sup>st</sup> December. Subject to Clause 15.8, the Temporary Worker may be entitled to additional paid or unpaid leave in accordance with the Agency Workers Regulations 2010. In respect of the first 12 months of a continuous period of Assignments the entitlement to leave will accrue at the rate of 1/12 of the annual leave entitlement for each month worked. 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 leave year. For the avoidance of doubt, where any accrued leave has not been taken in accordance with this clause 5, the Temporary Worker hereby forfeits any outstanding amounts due. If at the end of a continuous period of Assignments, the Temporary Worker has been paid in respect of holiday taken in excess of his accrued holiday entitlement, the Temporary Worker shall repay to the Employment Business such holiday pay which has been paid but not accrued, and agrees that the Employment Business shall be entitled to deduct from any sums which may be owed to the Temporary Worker the amount of any holiday pay which is due to be repaid to the Employment Business pursuant to this clause 5.2.
- 5.3 The amount of the payment to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours which he works on Assignments, and for each hour worked the Temporary Worker will accrue a holiday accrual of 12.07% of his hourly pay. The Temporary Worker shall be paid for such leave when taken, subject to sufficient holiday pay having accrued. Holiday leave can only be taken in full days.
- 5.4 Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Employment Business in writing of the dates of his intended absence. The amount of notice which the Temporary Worker is required to give should be at least twice the length of the period of leave that he wishes to take. Unless the Employment Business informs the Temporary Worker in writing that it is not possible for him to take leave on the specified dates, the Temporary Worker shall be entitled to take his notified leave entitlement. For the avoidance of doubt, any leave to which the Temporary Worker is entitled should be taken outside of normal rest days. In respect of the first 12 months of a continuous period of Assignments the Temporary Worker may only take such leave as has accrued in accordance with clause 5.2 above.
- 5.5 Where a Bank Holiday or other public holiday falls during an Assignment the Temporary Worker shall not work (unless required to do so by the Client) on that day and the public holiday shall count as part of the Temporary Worker's paid annual leave entitlement. Where the Client has a closedown/shutdown and this falls during an Assignment, the Temporary Worker shall not work on that day or days (unless required by the Client to do so) and the closedown shall count as part of the Temporary Worker's paid annual leave entitlement.
- 5.6 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a worker.

## 6 SICKNESS ABSENCE

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.

## 7 TIMESHEETS

- 7.1 At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed before the end of a week) the Temporary Worker shall either deliver to the Employment Business his timesheet duly completed to indicate the number of hours or days worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client, or record all hours completed by such other time recording device as may be dictated by the Client and the Employment Business. Such timesheets, or other time recording device, must be received by the Employment Business no later than 5.30pm on Tuesday following the week to which they relate, or such other period as notified to the Temporary Worker by the Employment Business.
- 7.2 Subject to clause 7.3 the Employment Business shall pay the Temporary Worker for all hours or days worked regardless of whether the Employment Business has received payment from the Client for the sums being claimed.
- 7.3 Where the Temporary Worker fails to submit a properly authenticated timesheet, or other time recording device, the Employment Business 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, or other time recording device, in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business 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 he is carrying out his 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

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Worker's working time for these purposes. This clause 7.4 is subject to any variation set out in Clause 1, or any subsequent variation, which the Employment Business may make for the purpose of compliance with the Agency Worker's Regulations.

## 8 UNDERTAKINGS OF THE TEMPORARY WORKER

8.1 The Temporary Worker warrants to the Employment Business and the Client that

- 8.1.1 by entering into and performing his obligations under these Terms and any Assignment he will not thereby be in breach of any obligation, which he owes to any third party;
- 8.1.2 he will carry out the activities or duties under the Assignment with all due skill and care and to the standard required by the Client and as far as possible in accordance with these Terms and any other timetables or other targets agreed;
- 8.1.3 he will, as soon as possible upon request by the Employment Business provide to the Employment Business full and accurate information and documentation regarding the experience, training and qualifications and any authorisations (whether required by statute or any professional or governing body) necessary to perform his duties under any Assignment;
- 8.1.4 he knows of all and/or any legal and/or professional requirements that must be satisfied in performing any Assignment;
- 8.1.5 he will not agree to perform an Assignment unless he has the experience, training, qualifications and any authorisation which the Client considers necessary, or which are required by law or by any professional body to perform the Assignment;
- 8.1.6 he knows of no reason why it would be detrimental to the interests of the Client for him to accept and/or undertake any Assignment;
- 8.1.7 if either before or during an Assignment he becomes aware of any reason why he may not be suitable, he will notify the Employment Business without delay;
- 8.1.8 he does not have any current, unspent and unfiltered convictions as determined under the Rehabilitation of Offenders Act 1974. The Temporary Worker shall also disclose any conviction incurred while performing the Assignment, regardless of whether it was committed outside of the performance of the Assignment. Subject to the provision of the Rehabilitation of Offenders Act 1974, at the request of the Employment Business the Temporary Worker shall also provide details of any spent convictions which are unfiltered and are relevant to the performance of the Assignment. Failure to disclose this information shall give the Employment Business the right to terminate this Contract with immediate effect and without notice or payment in lieu of notice;
- 8.1.9 he is willing and able to undertake the Assignment;
- 8.1.10 he has complied with the provisions of the Immigration, Asylum and Nationality Act 2006 in all relevant respects and warrants that he:
  - (a) has valid and appropriate authorisations to enter, remain and work in the United Kingdom (or other relevant country) for the duration of the Assignment and will produce them at the request of the Employment Business and/or Client;
  - (b) is not subject to any conditions relating to such authorisation which may preclude or have an adverse effect on him performing duties under any Assignment; and
  - (c) shall following a request by the Employment Business promptly provide the Employment Business with such documentation as the Employment Business may require in order to establish the right of the Temporary Worker to enter, remain and work in the United Kingdom (or other relevant country) for the duration of the Assignment.
- 8.1.11 The Temporary Worker will indemnify and hold harmless the Employment Business and/ or the Client against all losses, liabilities, damages, costs, expenses (including legal fees), fines and charges incurred by the Employment Business and/or the Client from a breach of sub- clause 8.1.10;
- 8.1.12 he will not offer, give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the execution of the Temporary Worker's obligations under this Agreement or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to this Agreement; and
- 8.1.13 any breach of Clause 8.1.11 or commission of any offence by the Temporary Worker under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 in relation to this Agreement shall entitle the Employment Business to terminate this Agreement and recover from the Temporary Worker the amount of any loss resulting from such cancellation and the amount or value of any gift or consideration.

## 9 CONDUCT OF ASSIGNMENTS

9.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will:

- 9.1.1 co-operate with the Client's staff and accept the direction or supervision of any responsible person in the Client's organisation to whom he is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client;
- 9.1.2 comply with any statutory rules or regulations;
- 9.1.3 perform the Assignment with all reasonable skill and care;
- 9.1.4 perform the Assignment from the relevant start date until the relevant end date;
- 9.1.5 observe any relevant rules and regulations of the Client's establishment (including without limitation any health and safety, site and security regulations, and the IT security (including any e-mail and internet usage policies) in force at the premises where the Temporary Worker is performing duties during any Assignments to the extent the IT

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- policies, (including any internet usage and e-mail policies) to which the Temporary Worker's attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- 9.1.6 unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;
- 9.1.7 take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with the health and safety policies of the Client;
- 9.1.8 not engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business to the Employment Business and/or Client, including but not limited to, any inappropriate behaviour to the Client's staff or other workers;
- 9.1.9 not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances;
- 9.1.10 remedy, without charge and with the minimum disruption to the Client, either any work which the Client notifies the Employment Business and/or the Temporary Worker of its dissatisfaction with or any defects in the work provided to the Client arising from the Temporary Worker's acts, neglect or omissions;
- 9.1.11 take all reasonable precautions including (without limitation) using latest commercially available detection software to avoid introducing any viruses into the Client's systems or otherwise corrupting the Client's data and to indemnify the Employment Business and/or the Client against all losses, liabilities, damages, costs, expenses (including legal fees) and charges incurred by the Employment Business and/or the Client either from a breach of this sub-clause or any deliberate or negligent act or omission of the Temporary Worker which either introduces a virus into the Client's system or corrupts the Client's data;
- 9.1.12 not copy any computer software licenses belonging to the Client for business or personal use;
- 9.1.13 use only those passwords and access only those parts of the Client's system which the Client has authorised the Temporary Worker to use and/or access;
- 9.1.14 not do or omit to do anything which could constitute an offence under the Computer Misuse Act 1990;
- 9.1.15 not export any information or data outside the European Union, without the prior written consent of the Client;
- 9.1.16 do nothing which could lead to anyone bringing a claim against the employment Business, the Client, any of their staff, or any other contractor or worker; and
- 9.1.17 inform the Employment Business in writing of any mistakes in information supplied by the Client concerning the purpose, design or conduct of the work to be performed by the Temporary Worker.
- 9.2 If the Temporary Worker is unable for any reason to attend work during an Assignment he should inform the Client or the Employment Business by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.
- 9.3 If, either before or during the course of any Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.
- 9.4 The Temporary Worker shall be responsible for the cost of daily travel to and from the Client's site.
- 9.5 Where any part of the relevant Assignment requires travel overseas or offshore, the Temporary Worker shall notify the Employment Business in advance of such travel and supply any relevant information as reasonably requested by the Employment Business.

## 10 TERMINATION

- 10.1 The Employment Business or the Client may, without liability or prior notice, instruct the Temporary Worker to end an Assignment at any time.
- 10.2 The period of notice, if any, required from the Temporary Worker to terminate an Assignment is specified in Clause 1.
- 10.3 The Temporary Worker acknowledges that the continuation of the Assignment is subject to and conditional upon the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client with regard to the Assignment or generally is terminated, or suspended for any reason the Assignment shall cease, or be suspended with immediate effect without notice or payment in lieu of notice. The Employment Business shall not be liable to the Temporary Worker in the event of termination or suspension of the Assignment.
- 10.4 Upon completion or termination of the Assignment neither the Employment Business nor the Client shall be under any obligation to offer the Temporary Worker further work, nor shall the Temporary Worker be under any obligation to accept any offer of work made by the Employment Business or the Client.
- 10.5 Following termination of the Assignment, however caused, if the Temporary Worker works at the Client company within six months of the termination date, either directly or via another party, compensatory action may be taken against the Client company.
- 10.6 In the event that the Temporary Worker breaches any term of the Agreement, the Employment Business shall be entitled to terminate these Terms with immediate effect (without notice or pay in lieu of notice).
- 10.7 If the Employment Business receives or obtains information which gives it reasonable grounds to believe that the Temporary Worker is unsuitable to perform the Assignment; or, if the information indicates that the Temporary Worker may be unsuitable and the Employment Business has reasonable grounds to believe that the Temporary Worker is unsuitable after the Employment Business has made such enquiries as are reasonably practicable as to such suitability, the Employment Business shall be entitled to terminate these Terms with immediate effect (without notice or pay in lieu of notice).
- 10.8 The Employment Business' right to terminate under this clause 10 shall include the right to terminate during any period of notice being served.

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## 11 INTELLECTUAL PROPERTY

- 11.1 The Temporary Worker acknowledges that all copyright, trademarks, patents, database rights and other intellectual property rights whether registered or not (together "the IPR") deriving from the Assignment ("Client IPR") shall belong to the Client, including any documents or other works prepared by the Temporary Worker and accordingly the Temporary Worker shall:
- 11.1.1 disclose and deliver to the Client (or its nominee) any Client IPR promptly upon making, devising, or discovering it, and provide the Client with such information, explanations and instructions as may be necessary for the Client to utilise, develop or complete such Client IPR or for the Client to apply for and obtain protection for such Client IPR in any and all countries and to vest title over such Client IPR in the Client absolutely;
- 11.1.2 during and at all times after termination or expiry of the Assignment not do anything (whether by act or omission) to affect or imperil the validity of such protection in the Client IPR;
- 11.1.3 render all reasonable assistance to obtain and maintain such protection or application or any extension of it as the Client may reasonably require (including without limitation to the foregoing, enter into any and all reasonable assignments of Client IPR as the Client may from time to time require);
- 11.1.4 assign to the Client all present and future rights in or relating to the Client IPR (including without limitation the right to sue for past infringements and when such Client IPR comes into existence); and
- 11.1.5 waive in favour of the Client all moral rights in relation to Client IPR to the extent permitted by law.
- 11.2 The Temporary Worker shall execute all such documents and do all such acts at its own cost as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.
- 11.3 The Temporary Worker warrants, represents and undertakes to the Client that it has all licences and consents necessary to provide the work under the Assignment and that the supply of such services shall not infringe the IPR of any other person. The Temporary Worker shall indemnify the Employment Business and/or the Client against all losses, liabilities, damages, costs, expenses (including legal fees) and charges incurred by the Employment Business and/or the Client arising from a breach of this warranty.

## 12 CONFIDENTIALITY

- 12.1 In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Worker agrees as follows:-
- 12.1.1 not at any time whether during or after the Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of his duties), disclose to any person or make use of any of the trade secrets or confidential information of the Client or the Employment Business;
- 12.1.2 to deliver up to the Client or the Employment Business (as directed) at the end of the Assignment all documents and other materials belonging to the Client or the Employment Business (and all copies) which are in its possession including documents and other materials created by him during the course of the Assignment;
- 12.1.3 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 Client or the Employment Business except when required to do so in the course of his duties under the Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate; and
- 12.1.4 to enter into such separate undertaking or agreement relating to confidentiality as may be required by the Client or the Employment Business.

## 13 RESTRICTION

- 13.1 The Temporary Worker agrees that it shall not for the duration of the Assignment alone, jointly, directly or indirectly provide services to a direct competitor of the Client which are identical or substantially similar to the services provided by the Temporary Worker pursuant to the Assignment without the written permission of the Client.
- 13.2 The Temporary Worker accepts and acknowledges that if during the Relevant Period the Temporary Worker is engaged directly by the Client or any third party to whom the Temporary Worker was introduced by the Client, or is supplied to the Client or such third party, other than through the Employment Business, then the Client shall be required to pay the Employment Business the Transfer Fee. In the case of an engagement by the Client (whether directly or through another agency) the Client can, instead of paying the Transfer Fee, agree to an extended period of hire of the Extended Period, after which time the Temporary Worker shall be able to be engaged directly by the Client, or through another agency, without payment of the Transfer Fee.
- 13.3 For the purposes of clause 13.2 above;
- 13.3.1 the "Extended Period" shall be 26 weeks or such other period as is notified to the Temporary Worker at the same time as an Assignment is offered in accordance with Clause 3.3;
- 13.3.2 the "Relevant Period" shall, if there was an introduction by the Employment Business or by the Client to a third party but no assignment, be the period within 6 months of such introduction; or if there was an Assignment, shall be the later of;
- 13.3.2.1 8 weeks commencing on the day that the Temporary Worker last worked for the Client pursuant to the Assignment; and
- 13.3.2.2 14 weeks commencing on the first day that the Temporary Worker first provided services to the Client pursuant to an Assignment with the Employment Business (provided that if there is a period of more than 42 days between Assignments, this period shall commence on the first day of an Assignment following such period between Assignments).
- 13.3.3 Where the Client elects to extend the period of hire, the Client will be required to give the Employment Business 7 days' prior notice in writing of its intention to do so. Where the Client fails to give such notice and engages the Temporary

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Worker (whether directly or through a third party other than the Employment Business), the Transfer Fee will automatically become payable.

13.3.4 The "Transfer Fee" shall be equivalent to the introduction fee payable in the case of a permanent introduction in accordance with the terms and conditions applicable for the appropriate Client.

#### 14 DATA PROTECTION

14.1 The Temporary Worker hereby gives explicit consent to the Client and/or the Employment Business to holding, processing and disclosing personal data, including sensitive personal data, relating to the Temporary Worker and within and outside of the European Union, to persons and organisations including, but not limited to, the Employment Business, pension scheme administrators, personnel engaged by the Client, or any group company to the Client, or to the Client's customers or to any other company to which these Terms are assigned or novated or to each of their professional advisors for the purposes of selecting and assigning the Temporary Worker and for the proper performance of the Assignment, or for any other purpose required by law.

14.2 The Temporary Worker acknowledges the Client may use surveillance equipment at its premises for security reasons.

#### 15 AGENCY WORKERS REGULATIONS 2010

15.1 For the purposes of this clause, the following terms shall apply;

"Actual Rate of Pay" means, unless and until the Temporary Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions;

"Actual QP Rate of Pay" means the rate of pay which will be paid to the Temporary Worker if and when he completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to deductions;

"AWR" Agency Workers Regulations 2010;

"Emoluments" means any pay in addition to the Actual QP Rate of Pay;

"First Assignment" means:

(a) the relevant Assignment

(b) if, prior to the relevant Assignment:

i. the Temporary Worker has worked in any assignment in the same role with the Client as the role in which the Temporary Worker works in the relevant Assignment; and

ii 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 Temporary Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);

"Qualifying Period" has the meaning given under Regulation 7 of the AWR;

"Relevant Terms and Conditions" has the meaning given under Regulation 6 of the AWR; and

"Temporary Work Agency" has the meaning given under Regulation 4 of the AWR

15.2 If the Temporary 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 Temporary 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 Working Time Regulations, any such terms and conditions will be notified to the Temporary Worker.

15.3 If the Temporary Worker considers that he has not or may not have received equal treatment under the AWR, the Temporary Worker may raise, in writing, with the Employment Business setting out as fully as possible the basis of his concerns.

15.4 If the Temporary 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 Temporary Worker undertakes to:

15.4.1 inform the Employment Business of any calendar weeks between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Temporary Worker has worked in the same or a similar role with the relevant Client via any third party and which the Temporary Worker believes count or may count toward the Qualifying Period;

15.4.2 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

15.4.3 inform the Employment Business if, since 1 October 2011, he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

15.4.3.1 completed two or more assignments with the Client;

15.4.3.2 completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's group; and/or

15.4.3.3 worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.

«brand»

Agreement Number: «IntReference»

Registered Office: «baddline1», «baddline2», «baddline3», «btown», «bcountyname» «bpostcode»

Registered in England Company Registration No. «bcompanyregno» VAT Registration No. «bvatregno»

«meDivisionName»

t: «meDeptTel»

f: «meFax»

e: «meDeptEMail»

w: «meWebAddress»

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15.5 If applicable, the Employment Business shall pay to the Temporary Worker the Actual Rate of Pay unless and until the Temporary Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis.

15.6 If the Temporary 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, the Employment Business shall pay the Temporary Worker:

15.6.1 the Actual QP Rate of Pay; and

15.6.2 the Emoluments (if any),

which will be notified to the Temporary Worker on a per Assignment basis.

15.7 If the Temporary 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, the Temporary Worker may be entitled to receive a bonus. The Temporary Worker will comply with any requirements of the Employment Business and/or the Client relating to the assessment of the Temporary Worker's performance for the purpose of determining whether or not the Temporary Worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the Temporary Worker is entitled to receive a bonus, the Employment Business will pay the bonus to the Temporary Worker.

15.8 Under the AWR, on completion of the Qualifying Period the Temporary Worker may be entitled to paid and/or unpaid annual leave in addition to the Temporary Worker's entitlement to paid annual leave under the Working Time Regulations. 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 notified to the Temporary Worker.

## 16 GOVERNING LAW AND JURISDICTION

16.1 These Terms shall be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of these Terms shall be subject to the exclusive jurisdiction of the Courts of England.

## 17 ILLEGALITY

17.1 If any term or provision of these Terms of Engagement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of these Terms such terms or provisions shall be divisible from these Terms and shall be deemed to be deleted from these Terms and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of these Terms the parties shall negotiate in good faith to amend or modify the provisions and terms of these Terms as necessary or desirable in the circumstances.

## 18 ENTIRE AGREEMENT

18.1 These Terms and the covering letter constitute the entire understanding between the parties concerning the subject matter hereof.

## 19 FORCE MAJEURE

19.1 Neither the Temporary Worker nor the Employment Business shall be liable for any breaches of its obligations under these Terms resulting from causes beyond its reasonable control including but not limited to Acts of God, fire, flood, explosion or other catastrophe.

19.2 The Temporary Worker accepts that the Client shall not be liable for any breaches of its obligations to the Temporary Worker under its agreement with the Employment Business resulting from causes beyond its reasonable control including but not limited to Acts of God, fire, flood, explosion or other catastrophe.

## 20 WAIVER

20.1 The failure by either party to enforce at any time any one or more of the terms of these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of these Terms.

## 21 EXPENSES

21.1 Except as otherwise provided in these Terms, each party shall pay its own expenses incurred in performing its obligations and complying with the terms of these Terms.

## 22 SEVERANCE

22.1 If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.

22.2 If a provision of these Terms (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

## 23 ASSIGNMENT

23.1 The Temporary Worker shall not assign, transfer, charge or otherwise deal with its rights or obligations under this Agreement, or attempt to do any such things, without the prior written consent of the Employment Business (such consent not to be unreasonably withheld or delayed).

«meDivisionName»  
**t:** «meDeptTel»  
**f:** «meFax»  
**e:** «meDeptEMail»  
**w:** «meWebAddress»  
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**24 EXECUTION**

24.1 By executing these Terms, the Temporary Worker unequivocally agrees to the Terms without exception, alteration or modification.

SIGNED by	x	SIGNED by	«Image:mesigniture»
Print Name:	«Forename» «Surname»	Print Name:	«meName»
Dated:		Dated:	«DocumentDate»
<b>The Temporary Worker</b>		<b>For and on Behalf of the Employment Business</b>	

**OPT-OUT OF 48 HOUR WORKING WEEK AGREEMENT**

**1 RESTRICTION**

1.1 The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an Assignment with the Client in excess of the Working Week unless the Temporary Worker agrees in writing that this limit should not apply.

**2 CONSENT**

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

**3 WITHDRAWAL OF CONSENT**

3.1 The Temporary Worker may end this Agreement to opt-out of the Working Time Regulations 1998 by giving the Employment Business three month's notice in writing.

3.2 For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client.

3.3 Upon the expiry of the notice period set out in clause 3.1 the Working Week limit shall apply with immediate effect.

**4 THE LAW**

4.1 These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

SIGNED by:	x	Date:	x
<b>The Temporary Worker</b>		Name:	«Forename» «Surname»