TERMS OF BUSINESS WITH A CANDIDATE ON PAYE

1. PARTIES

1.1. **A-Day Consultants Ltd t/a Academics** of Kingston House, Towers Business Park, Wilmslow Road, Manchester, M20 2LD (the "Employment Business")

1.2. (INDIVIDUAL NAME) of ((ADDRESS)) the "Agency Worker"

2. DEFINITIONS AND INTERPRETATION

2.1 In these Terms the following definitions apply:

"Agency Worker" means the individual specified in the Parties, section 1.2, supplied by the Employment Business to provide services to the Hirer;

"Agreed Deductions" means any deductions the Agency Worker has agreed can be made from their pay;

"Assignment" means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;

"Assignment Details Form" means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;

"AWR" means the Agency Workers Regulations 2010;

"Business Day" a day (other than Saturday, Sunday or a public holiday) when banks in London are open for business;

"Calendar Week" means any period of 7 days starting with the same day as the first day of the First Assignment;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

"Confidential Information" means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

"Control" means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

"Data Protection Laws" means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory and regulatory provisions

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in force from time to time relating to the protection and transfer of personal data;

"Deductions" means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance
"Contributions;

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

"Engagement" means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"First Assignment" means:
(a) the relevant Assignment; or
(b) if, prior to the relevant Assignment:
i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency 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 Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

"Hirer" means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;

"Hirer's Group" means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

"Irregular Hours Worker" means a worker whose paid hours of work in relation to a leave year in each pay period during the term of their contract in that year is, under the terms of their contract, wholly or most variable as defined under Regulation 15F (1)a WTR 1998;

"Leave Year" means the period during which the Agency Worker accrues statutory leave commencing on January 1st and runs until the anniversary of that date;

"Minimum Rate" means the national minimum wage or the national living wage being the minimum rate of pay (subject to Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;

"Part Year Worker" means a worker who in relation to a leave year, under the terms of their contract, is required to work only part of that year and there are periods within that year (during the term of the contract) of at least a week which they are not required to work and for which they are not paid as defined under Regulation 15F (1) b WTR 1998;

"Period of Extended Hire" means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

"Qualifying Period" means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;

"Rate of Pay" means the rate of pay which will be paid for each day worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form. The relevant Assignment Details Form will also set out any increase to the rate of pay, if any, upon completion of the Qualifying Period;

"Relevant Period" means (a) the period of 8 weeks commencing on the day after the last

day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

"Rolled Up Holiday Pay" means pay due to a worker in respect of leave to which the worker is entitled which must be paid at the same time as a worker's remuneration for work in accordance with Regulations 16A,16(1) and 15B of WTR 1998;

"Temporary Work Agency" means as defined in the Schedule to these Terms;

"Terms" means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;

"Transfer Fee" means the fee payable by the Hirer to the Employment Business in accordance with clause 4.10, as permitted by Regulation 10 of the Conduct Regulations;

"Type of Work" means teaching or such other work as the Employment Business may from time to time consider is of interest to the Agency Worker; and

"WTR" means the Working Time Regulations 1998.

2.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

2.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

3 THE CONTRACT

3.1 These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker. The Agency Worker acknowledges that they have read, understood and agree to these Terms.

3.2 During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.

3.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 Business Days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

3.4 The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Agency Worker for Assignments with its Hirers.

4 ASSIGNMENTS AND INFORMATION TO BE PROVIDED

4.1 The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work although the Employment Business offers no guarantee that it will be able to offer the Agency Worker any Assignments to perform the agreed Type of Work and offers no guarantee that an opportunity the Employment Business informs the Agency Worker of will be progressed. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.

4.2 The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available, and whilst on an assignment the Agency Worker's hours of work under this contract will at all times be wholly or mostly variable in accordance with the definition of an Irregular Hours Worker under the WTR and agrees that:

4.2.1 the suitability of the work to be offered shall be determined solely by the Employment Business;

4.2.2 the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker;

4.2.3 the Employment Business may remove the Agency Worker from its database at anytime and shall incur no liability for failing to offer Assignments of the Type of Work or any other work as a result;

4.2.4 a Hirer and / or the Employment Business may withdraw an offer of an Assignment at any time before an Assignment.

4.3 At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:

For the purposes of the Conduct Regulations:

4.3.1 the identity of the Hirer, and if applicable the nature of their business;

4.3.2 the date the Assignment is to commence and the duration or likely duration of Assignment;

4.3.3 the Type of Work, location and hours during which the Agency Worker would be required to work;

4.3.4 the Minimum Rate that will be paid and any expenses payable by or to the Agency Worker;

4.3.5 any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and

4.3.6 what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment, and;

For the purpose of Section 1 of the Employment Rights Act:

4.3.7 any other paid leave such as maternity, paternity or adoption leave;

4.3.8 the details of pension entitlements and pensions schemes; and

4.3.9 any other benefits.

4.4 The Employment Business will endeavour to obtain accurate information from the Hirer but accepts no liability for any inaccuracies in the information provided to it by the Hirer or any representation made by the Hirer to the Agency Worker.

4.5 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 following save where:

4.5.1 the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 Business Days and such information has already been given to the Agency Worker and remains unchanged; or

4.5.2 subject to clause 4.8, the Assignment is intended to last for 5 consecutive Business Days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.

4.6 Once the Agency Worker has confirmed it wishes to take the Assignment offered the Employment Business will confirm the Agency Worker's intention to undertake the Assignment with the Hirer.

4.7 The Employment Business will monitor the Hirer's requirements for the Agency Worker's services and the Agency Worker's progress during the Assignment. If either the Hirer or the Agency Worker requires changes to the way the Assignment is performed, the Employment Business may suggest options for making those changes, including discussing termination in accordance with clause 10.

4.8 Where the provisions of clause 4.5.2 are met but the Assignment extends beyond the intended 5 consecutive Business Day period, the Employment Business shall provide such information set out in clause 4.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.

4.9 For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.

4.10 If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.

4.11 If the Agency 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 Agency 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 as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

4.12 If the Agency Worker considers that s/he has not or may not have received equal treatment under the AWR, the Agency Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns. The Agency Worker is advised to initially raise their concerns informally with the Employment Business.

4.13 If the Agency Worker has any concerns relating to the services required by the Hirer or their treatment by the Hirer it is in the interests of the Agency Worker to raise this with the Employment Business. The Employment Business will discuss the concerns with the Hirer although offers no guarantee that a resolution will be found.

5 AGENCY WORKER'S OBLIGATIONS

5.1 The Agency Worker warrants that:

5.1.1 they are qualified to carry out the Type of Work without restrictions;

5.1.2 they have not been convicted of any criminal offence and will notify the Employment Business immediately if this changes;

5.1.3 all information provided to the Employment Business in accordance with clause 5.2 is true and accurate;

5.1.4 they are entitled to work in the United Kingdom without any additional approvals and will notify the Employment Business immediately if they cease to be so entitled;

5.1.5 they will notify the Employment Business promptly if there are any changes to the warranties given in this clause 5.1.

5.2 In consideration of the Employment Business registering the Agency Worker, the Agency Worker will:

5.2.1 provide the Employment Business with full and accurate information relating the Agency Worker's skills and experience including a personal curriculum vitae, proper evidence of the Agency Worker's entitlement to work in the United Kingdom and evidence of any qualifications or certificates;

5.2.2 provide the Employment Business with any information reasonably requested relevant to the decision of a Hirer to engage the Agency Worker including but not limited to information concerning the Agency Worker's experience, qualifications, medical history, criminal record (including, where the Type of Work relates to a profession listed within the Exceptions Order to the Rehabilitation of Offenders Act 1974, both spent and unspent convictions or cautions, save where the spent conviction or caution is protected under the Exceptions Order 1975 (2013 and 2020)) and fitness to work in the Type of Work;

5.2.3 if requested, attend an interview with the Hirer prior to the commencement of an Assignment to ascertain the Agency Worker's suitability for the Assignment;

5.2.4 provide the Employment Business with the names and contact details of suitable referees upon request who are not relatives as defined in the Conduct Regulations;

5.2.5 advise the Employment Business if the Agency Worker requires their details to be removed from the Employment Business' database;

5.2.6 notify the Employment Business promptly if they intend to accept or reject an offer of an Assignment;

5.2.7 inform the Employment Business if the Agency Worker obtains any convictions or cautions while on the Assignment or prior to the Assignment commencing.

5.3 The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:

5.3.1 act in good faith towards the Hirer and the Employment Business and carry out the services professionally, promptly and efficiently;

5.3.2 co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;

5.3.3 observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;

5.3.4 undertake all tasks reasonably connected to the Type of Work;

5.3.5 attend such training as required by the Employment Business and / or Hirer to allow the Agency Worker to perform the Type of Work. This includes, but it not limited to, training which the Agency Worker will be required to undertake annually;

5.3.6 notify the Hirer, as a matter of courtesy, if the Agency Worker needs to be absent at any time;

5.3.7 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 Hirer;

5.3.8 not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;

5.3.9 not commit any act or omission constituting unlawful discrimination against or

harassment of any member of the Employment Business' or the Hirer's staff;

5.3.10 not import any software onto the computer systems of the Hirer or use any email or internet systems except where authorised by the Hirer and with due care and attention in accordance with the Hirer's internal policies and procedures;

5.3.11 not use any facilitates of the Hirer other than for the purposes duly authorised;

5.3.12 not provide services to another party which conflict with the Type of Work being provided to the Hirer;

5.3.13 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 Hirer's or the Employment Business' employees, business affairs, transactions or finances;

5.3.14 immediately report to the Employment Business in writing any deficiency which precludes the Agency Worker from carrying out the Assignment (including but not limited to Health and Safety deficiencies) on the part of the Hirer;

5.3.15 notify the Employment Business promptly if the Agency Worker considers that the Assignment is not suitable for them;

5.3.16 on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

5.4 If the Agency Worker accepts any Assignment offered by the Employment Business, it is a strict condition of this Agreement that 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 Agency Worker undertakes to:

5.4.1 inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;

5.4.2 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

5.4.3 inform the Employment Business if s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR s/he has:

5.4.3.1 completed two or more assignments with the Hirer;

5.4.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

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

5.5 Given the nature of the Type of Work, a Disclosure and Barring Services (DBS) check of the Agency Worker will be required. The Agency Worker agrees to pay for the DBS check when required prior to the commencement of any Assignment. In the event that the Agency Worker is unable to pay for the DBS check for any reason, the Agency Worker agrees that the Employment Business may pay for the DBS check (such payment representing a financial investment in the Agency Worker) and such payment may be deducted from the first payment(s) to the Agency Worker upon commencement of an Assignment. The Agency Worker agrees for the Employment Business to make the deduction and such deduction shall not fall below the National Minimum or Living Wage.

5.6 If, at the end of the 3 months following the Employment Business' payment for the DBS check, the Agency Worker has accepted work other than through the Employment Business and has not commenced any Assignment for the Employment Business meaning it has obtained no financial benefit from its investment in the DBS check the Agency Worker will reimburse the Employment Business for this payment.

5.7 If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.

5.8 If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

5.9 The Agency Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

5.10 The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

6 TIMESHEETS

6.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet 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 Hirer.

6.2 Subject to clause 6.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.

6.3 The Agency Worker is required to notify the Employment Business promptly if the Hirer will not authenticate the timesheet and provide the Employment Business with full reasons. Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. **This may delay any payment due to the Agency Worker.** The Employment Business shall make no payment to the Agency Worker for hours not worked. Once the Employment Business has satisfied itself that the hours claimed within an unsigned timesheet are accurate it will treat the timesheet as though signed.

6.4 For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 6.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

6.5 The Rate of Pay will be paid weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.

6.6 Subject to the compliance with Regulation 12 of the Conduct Regulations, the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's the Hirer's rules.

7 RENUMERATION

7.1 The Employment Business shall pay to the Agency Worker the Rate of Pay and the Emoluments (if any). The Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form.

7.2 If the Agency 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 ensure that the Rate of Pay complies with the AWR. Any increase upon completion of the Qualifying Period (if any) will be notified on a per Assignment basis as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

7.3 Subject to any statutory entitlement under the relevant legislation referred to in clauses 8 and 9 below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

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

8 ANNUAL LEAVE

8.1 The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave for full time workers working 5 days a week under WTR is 5.6 weeks inclusive of the 8 statutory holidays calculated on a pro rata basis depending on the number of hours that the Agency Worker actually works.

8.2 The Agency Worker's actual holiday entitlement is therefore equivalent to 12.07% of the hours that they work to a maximum of 28 days in a Leave Year. In agreeing to these Terms, the Agency Worker agrees to be paid their accrued holiday at the rate of 12.07% of hours worked as part of the Rate of Pay, and paid in accordance with clause 7. Sums paid in respect of annual leave are included within the Rate of Pay and will be clearly marked on the Agency Worker's payslip. No further payment will be made when leave is taken. The Agency Worker does not accrue annual leave when he/she is not on an assignment.

8.3 The Agency Worker shall receive Rolledup Holiday Pay for the holiday accrued in each relevant pay period. The Agency Worker shall not receive any further holiday pay at the time holiday is taken. Rolled-up Holiday Pay shall be equal to:

8.3.1 12.07% of the Agency Worker remuneration for work done as stated in clause 8.2 above; and

8.3.2 for periods of sick leave, the Agency Worker average rate of rolled-up holiday pay, calculated over the previous 52 weeks (or the period since the Agency Worker started work or started receiving rolled-up holiday pay, if less). This shall be in addition to any entitlement to statutory sick pay.

8.4 Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the Working Time Regulations and in accordance with clause 8.1. 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 as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

8.5 Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker in accordance with clause 8.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement if taken by the Agency Worker as annual leave. Unless otherwise stated in the Assignment Details Form public holidays are classed as working days during the Assignment.

9 SICKNESS ABSENCE

9.1 The Agency Worker may be eligible for Statutory Sick Pay (SSP) calculated in accordance with the applicable statutory criteria in respect of any period of sickness or injury during an Assignment, but the Agency Worker will not be entitled to any other payments from the Employment Business during such period.

9.2 If the Agency Worker has accepted, and started, an Assignment but is subsequently unable to work the times agreed, the Agency Worker is required to notify the Employment Business, by telephone as soon as possible, but no later than 2 hours before the Assignment start time, and on each day of consecutive absence thereafter. The Agency Worker will provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.

9.3 In the event that the Agency Worker submits a Statement of Fitness for Work (**"the Statement"**) or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.

9.4 Where clause 9.3 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

10 TERMINATION

10.1 Any of the Employment Business, the Agency Worker or the Hirer may terminate an Assignment at any time without prior notice and without liability. The Employment Business or the Hirer is under no obligation to give the Agency Worker reasons for the termination. Any variation to the notice period shall be detailed in the Assignment Details Form.

10.2 The Terms can be terminated without prior notice and without liability if the Agency Worker is made bankrupt or if either the Employment Business or the Hirer makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to that party

10.3 The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is notcompleted or is terminated for any reason or in the event that the Employment Business concludes that the Hirer is not meeting its obligations to the Agency Worker and / or the Employment Business the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

10.4 If the Agency Worker considers the Employment Business is in material breach of these Terms the Agency Worker will notify the Employment Business immediately in writing and will give the Employment Business 14 Business Days to remedy the breach. If the breach is not remedied the Agency Worker may terminate the Assignment with immediate effect.

10.5 If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 5.7) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 10.1, unless the Agency Worker can show that exceptional

circumstances prevented him or her from complying with clause 5.7.

10.6 If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 10.1 to 10.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 10.1 if the work to which the Agency Worker was assigned is no longer available.

10.7 If the Assignment is terminated as a result of the negligence of the Agency Worker, the Agency Worker acknowledges that notwithstanding the termination of the Assignment they may remain liable for any loss or damage caused to the Hirer or any third party as applicable as a result of their act or omission.

10.8 An Assignment can be suspended at any time by the Employment Business giving the Agency Worker notice of the suspension.

11 INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

12 CONFIDENTIALITY

12.1 In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:

12.1.1 not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;

12.1.2 to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and

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 Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12.2 The Agency Worker will not discuss the terms of this Agreement with the Hirer save as expressly required for the purposes of undertaking the Assignment.

13 DATA PROTECTION

The Agency Worker acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to his/her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

14 LIABILITY

14.1 The Employment Business shall not be liable for any loss claimed by the Agency Worker other than in respect of the Employment Business', its agents' or employees' breach of contract negligence or as provided by statute or where such liability is expressly provided by law. The Employment Business does not exclude any liability in respect of death or personal injury caused by its, agents' or employees' negligence, liability for fraud or any other liability which cannot be excluded or limited by law.

14.2 In the event that the Agency Worker brings any claim against the Employment Business in breach of clause 14.1, the Agency Worker shall fully indemnify the Employment Business in relation to any loss suffered as a result of such claim including legal costs reasonably incurred by the Employment Business defending such claim.

14.3 The parties agree that the Employment Business is not liable for any loss or damages:

14.3.1 arising out of any representation made by the Hirer to the Agency Worker;

14.3.2 arising out of any act or omission, tort (including negligence), breach of statute or breach of contract by the Hirer;

14.4.3 if no work is found for the Agency Worker or the work found is not suitable;

14.4.4 for any failure by the Employment Business to provide any information or service save to the extent strictly required by this Agreement or by law.

14.3 Without prejudice to the other provisions within this Agreement the Employment Business' liability, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law.

15 STATUS

15.1 This agreement does not constitute a contract of employment between the Agency Worker and the Employment Business or the Agency Worker and the Hirer. Accordingly the Agency Worker shall be fully responsible for and shall indemnify the Employment Business for and in respect of any liability arising from any employment-related claim (save for any claim based on worker and / or Agency Worker status) (including reasonable costs and expenses) brought by the Agency Worker arising out of or in connection with the provision of the services under this Agreement.

15.2 The Employment Business may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Agency Worker.

16 SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

17 NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing or by email. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email, when that email is sent.

18 ASSIGNMENT

The Employment Business may assign its rights and obligations under this Agreement but the Agency Worker may not do so without the Employment Business' prior written consent

19 RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

20 GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

(a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;

(b) the break is:
- (i) for any reason and not more than six Calendar Weeks;
- (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
- (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
- (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
  - i. ordinary, compulsory or additional maternity leave;
  - ii. ordinary or additional adoption leave;
  - iii. ordinary or additional paternity leave;
  - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
  - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
- (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
- (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
- (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
- (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and

(c) the Agency Worker returns to work in the same role with the Hirer,

any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

(a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or

(b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

_____

Signed by the Agency Worker

_____

[print name here]

_____

Date