TERMS OF ENGAGEMENT FOR AGENCY WORKERS WITH CPR RECRUITMENT LTD.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

“Actual Rate of Pay” means, unless and until the Agency 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 Deductions and any Agreed Deductions, as set out in the relevant Key Information Document;

“Actual QP Rate of Pay” means the rate of pay which will be paid to the Agency Worker if and when s/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 and any Agreed Deductions, as set out in any variation to the relevant Key Information Document;

“Agency Worker” means the individual agreeing to these Terms and accordingly to be supplied by the Employment Business to provide services to the Hirer. The Application will refer to an Agency Worker using the term “CPR”;

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

“Application” means the Application developed, owned and operated by the Employment Business, either via the website (www.cprrecruit.com) or the respective Adobe Sign document or iOS and Android applications;

“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. The Application will refer to an Assignment using the term “Job”;

“Assignment Details Form” means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of each Assignment via email;

“AW Rating” shall have the meaning given to it in clause 4.6. Note that the Application will refer to “CPR Rating” rather than using “AW Rating”;

“AWR” means the Agency Workers Regulations 2010 and/ or the Agency Workers (Northern Ireland) Regulations 2011;

“Calendar Week” means any week commencing on Monday and ending on the immediately following Sunday;

“Checks” means the checks carried out in accordance with the policies and practices of the Employment Business in place from time to time by or on behalf of the Employment Business to establish the Agency Worker’s identity, age and eligibility to work in the United Kingdom;

“Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and/ or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005;

“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: (a) up to and including 24 May 2018, the Data Protection Act 1998 ("DPA") and EC Directive 95/46/EC (the "DP Directive"); or (b) on and from 25 May 2018, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) (“GDPR”) and, in each case, all legislation and regulations enacted in the UK in respect of the protection and transfer of personal data;

“Dedicated Worker” means an Agency Worker who has accepted a request from, or on behalf of, a Hirer or multiple Hirers to activate the status of “Dedicated Worker” and who remains at the relevant time a Dedicated Worker for at least one Hirer;

“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 Actual QP Rate of Pay;

“Employment Business” means CPR Recruitment Limited(registered in England and Wales under company no. 10125718) of The Business Terrace, Maidstone House, ME15 6JQ;

“Engagement” means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), 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. The Application will refer to a Hirer using the term “Employer”. Notwithstanding the foregoing, please note that as a matter of law neither the Hirer nor the Employment Business will “employ” Agency Workers. Rather, during Assignments the Agency Worker will be engaged by the Employment Business as a worker on a contract for services (not a contract of employment), and his or her services will be supplied by the Employment Business to the Hirer (or “Employer”). No contract of employment, or contract for services, will exist between the Agency Worker and the Hirer (or “Employer”). For completeness, between Assignments no contract for services shall exist between the Agency Worker and the Employment Business;

“Hirer Rating” shall have the meaning given to it in clause 4.6. Note that the Application will refer to “Employer Rating” rather than using “Hirer Rating”;

“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,

“Hourly Rate” means the lowest rate of the National Minimum Wage or, where applicable, the National Living Wage (but not, for the avoidance of doubt, the Living Wage set by the Living Wage Foundation) applicable to the Agency Worker from time to time, being the minimum gross rate of pay (subject to Deductions and any Agreed Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;

“Leave Year” means the period during which the Agency Worker accrues during Assignments, and may take, statutory leave commencing on 1st January each year and runs until the anniversary of that date;

“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 Schedule 1 to these Terms;

“Relevant Period” means the later of (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 (42days) since any previous assignment;

“Temporary Work Agency” means as defined in Schedule 1 to these Terms;

“Terms” means these terms of engagement (including the attached schedules)together with any applicable Assignment Details Form;

“Timesheet” means a job report printed by the Agency Worker from the Application on which the Agency Worker has recorded the hours worked in writing during all or part of an Assignment (as applicable);

“Transfer Fee” means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;

“Working Week Limit” means an average of 48 hours each week calculated over a 17- week reference period; and

“WTR” means the Working Time Regulations 1998 and/ or the Working Time Regulations (Northern Ireland) 1998.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation. 1.4. 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.

2. THE CONTRACT

2.1. 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. The contract between the parties starts on the first day of the First Assignment under these Terms 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 and, in the event of conflict and notwithstanding anything to the contrary therein, over any terms which from time-to time govern the Agency Worker’s access to, and use of, the Application (save insofar as the terms governing access to, and use of, the Application relate to limitations of the Employment Business’s liability in which case, in the event of a conflict, the terms governing access to, and use of, the Application shall prevail).

2.2. 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.

2.3. 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 made accessible 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.

2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 or in the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981) (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1. 3.1.1. The Agency Worker acknowledges that, subject to and conditional on these Terms, the Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the type of work in which the Agency Worker expresses an interest by indicating an interest in potential Assignments. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.

3.1.2. The Agency Worker acknowledges that the Employment Business will do so via a largely automated matching process facilitated by the Application, which will provide to a Hirer details of all or a selection of agency workers who have expressed interest in an Assignment, from whom the Hirer shall select the agency worker(s) to whom the Assignment will be offered. The Agency Worker further acknowledges that once Dedicated Worker status has been activated in respect of any Hirer by the Agency Worker accepting a request in respect of the same, s/he, as a Dedicated Worker, will only be notified by the Employment Business of potential Assignments with the Hirer or Hirers for whom at the relevant time s/he is a Dedicated Worker. For completeness, Hirers with Dedicated Workers may elect to receive expressions of interest in potential Assignments either from both Dedicated Workers and other agency workers using the Application or from Dedicated Workers only. A Dedicated Worker will be free at any time to deactivate Dedicated Worker status in respect of one, some or all Hirers with whom s/he has previously had that status. Similarly, a Hirer will be free to deactivate Dedicated Worker status in respect of any Dedicated Worker at any time, and Dedicated Workers will be notified of such deactivation. Activation or deactivation of Dedicated Worker status will occur as soon as reasonably practicable, following receipt by the Employment Business via the Application of notification of the same. Agency Workers who reject a request to become, or having accepted such a request subsequently cease to be, a Dedicated Worker shall continue to be notified of potential suitable Assignments including with the Hirer with or from whom the Agency Worker has been, or has received a request to become (as applicable), a Dedicated Worker (always subject to and in accordance with the remainder of these Terms).

3.1.3. As such, the Agency Worker hereby warrants that:

(i) any data it inputs into the Application will be in all respects true, accurate and not misleading;

(ii) s/he shall respond to requests for data promptly and, where applicable, within the timeframes specified in other provisions of these Terms;

(iii) s/he shall only create “Job Profiles” on the Application if s/he has the experience, training, qualifications and any authorisation(s) which are necessary or required by law in respect of the same, and the Agency Worker acknowledges that whether an Agency Worker is able to create and/or maintain certain “Job Profiles” on the Application shall be determined by the Employment Business in its sole and absolute discretion; and

(iv) s/he will only indicate an interest in Assignments if s/he has the experience, training, qualifications and any authorisation(s) which are specified to be necessary or required by law or by any professional body to work in the Assignment.

3.1.4. The Employment Business is not involved in the Hirer’s selection of agency worker(s) for an Assignment or requests to agency workers for Dedicated Worker status (other than providing the Hirer with access to and use of the Application). The Employment Business neither accepts any liability in this regard nor gives any warranty or guarantee that the Agency Worker will be selected for Assignments by, or will receive requests to become Dedicated Workers from, Hirers.

3.1.5. It is a condition of these Terms and the Agency Worker’s use of the Application that the Agency Worker agrees on an ongoing basis (including for the purposes of the Data Protection Laws) that the Employment Business and the Application may use, and provide to Hirers, data provided to the Employment Business by the Agency Worker (including personal data and sensitive personal data) to facilitate and improve the matching and Hirer selection and request for Dedicated Worker status processes referred to above and to ensure that the Agency Worker is able to indicate an interest only in potential Assignments which constitute a fit with the Agency Worker’s profile criteria (including without limitation any Dedicated Worker status). The Agency Worker shall not be obliged to accept any Assignment or Dedicated Worker status offered by a Hirer.

3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and

3.2.2. the Employment Business shall incur no liability to the Agency Worker should the Agency Worker fail to be offered Assignments by Hirers; and

3.2.3. the Agency Worker agrees that the Employment Business will not communicate to a Hirer interest expressed by an Agency Worker in an Assignment until such time as the Agency Worker has: (i) provided to the Employment Business any information and documentation required by it in connection with the Checks; (ii) passed the Checks to the satisfaction of the Employment Business (in its sole and absolute discretion); and (iii) unless the Agency Worker has attained 18 years of age (necessary in order to safeguard the rights and health and safety of individuals below that age as the Employment Business is unable ensure full compliance with all applicable laws and regulations relating to the engagement by Hirers of individuals via the Employment Business below the age of 18).

3.3. At the same time as an Assignment is offered to, and agreed by, the Agency Worker the Employment Business shall provide by electronic means the Agency Worker with an Assignment Details Form setting out the following:

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

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

3.3.3. the type of work, location and hours during which the Agency Worker would be required to work;

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

3.3.5. 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

3.3.6. 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.

3.3.7. The Agency Worker may be eligible for other paid or unpaid leave including maternity leave, adoption leave, paternity leave, parental leave, shared parental leave, dependents leave, compassionate leave, bereavement leave, training and study leave and leave for public duties, in accordance with the Employment Business Benefits Policy subject to the Agency Worker complying with the relevant statutory and other conditions in order to be entitled to the leave and pay. Copies of the Employment Business Benefits Policy are available from HR.

3.3.8. If the Agency Worker is eligible, s/he will be enrolled automatically into the Employment Business’ occupational pension scheme in accordance with the Pensions Act 2008. Details of the scheme will be provided when joining the scheme; and

3.3.9. The Agency Worker is not entitled to any benefits other than those set out in these Terms.

3.4. Where such information is not given in paper form or by electronic means, at the same time as an Assignment is offered to, and agreed by, the Agency Worker it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or BankHoliday)followingsave where:

3.4.1. 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

3.4.2. subject to clause 3.5, 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.

3.5. Where the provisions of clause 3.4.2 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 3.3 to the Agency Worker in electronic form within 8 days of the start of the Assignment.

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

3.7. 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. Unless otherwise specified in respect of specific Assignments, the notice period required where the Hirer wishes to engage the Agency Worker for a Period of Extended Hire, along with the Period of Extended Hire itself, are set out in Schedule 2. 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.

3.8. 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 WTR, 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. AGENCY WORKER’S OBLIGATIONS

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

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

4.1.2. during each Assignment, devote the whole of his/her time, attention and skill to his/her duties in connection with the same, and perform those duties professionally, competently, faithfully, diligently, and to the highest ethical standards;

4.1.3. 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;

4.1.4. 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;

4.1.5. 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;

4.1.6. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;

4.1.7. 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 orfinances; and

4.1.8. take reasonable care of and, 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.

4.2. If the Agency 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 Agency Worker undertakes to:

4.2.1. 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;

4.2.2. 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

4.2.3. 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 the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:

4.2.3.1. completed two or more assignments with the Hirer;

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

4.2.3.3. 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.

4.3. In respect of each Assignment or part thereof:

4.3.1. the Agency Worker must make every effort to arrive at the location at the start time, both as specified in the Assignment Details Form;

4.3.2. if the Agency Worker is unable to arrive at such location at such start time, whether because the Agency Worker will be late or because the Agency Worker will be unable for any reason to attend work, the Agency Worker must inform the Employment Business and the Hirer as soon as possible, including before the start time if the Agency Worker becomes aware before the start time that he or she will not be able to do so, and in any event within 30 minutes of the start time; and

4.3.3. in circumstances in which clause 4.3.2 applies, the Agency Worker must within 48 hours of the start time specified in the relevant Assignment Details Form provide the Employment Business and the Hirer with a detailed written explanation for the reason for the lateness or inability to attend work along with all such other information and supporting documentation that the Employment Business may reasonably require in connection with the same.

4.4. 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.

4.5. The Agency Worker acknowledges that any breach of his/her obligations set out in these Terms (including withoutlimitationthis clause):

4.5.1. without prejudice to clause 9.1, may at the sole and absolute discretion of the Employment Business result in the cancellation of ongoing and/or future Assignments and in the Agency Worker’s use of the Application (and so the services provided by the Employment Business) being terminated indefinitely, unless the Agency Worker can show that the same was caused by exceptional circumstances (to be determined by the Employment Business in its sole and absolute discretion); and

4.5.2. may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

4.6. The Agency Worker agrees at the end of each week of an Assignment, or within 48 hours of the end of each Assignment where it is for a period of a week or less, to provide via. the Application a rating of the Hirer based on the following non-exclusive factors: friendliness, punctuality, reliability, know-how and expertise (a “HirerRating”). The Agency Worker hereby warrants that each such Hirer Rating will be true, accurate and not misleading, and will reflect an objective impression gained during the Assignment. The Agency Worker acknowledges that at the end of each Assignment the Hirer will provide via. the Application ratings of the Agency Worker based on the following factors: friendliness, punctuality, reliability, know-how and expertise (an “AW Rating”). Hirers will be required to warrant that each such AW Rating will be true, accurate and not misleading. In respect of each Assignment the Agency Worker shall be informed of the AW Rating and the Hirer shall be informed of the Hirer Rating. Prior to selecting the Agency Worker for Assignments, Hirers shall be able to view the average of the Agency Worker’s AW Ratings and the Agency Worker’s previous 3 AW Ratings, and may take the same into account when determining whether or not to offer the Agency Worker an Assignment.

4.7. If the Agency Worker receives a 1-star AW Rating which he or she considers unjustified, the Employment Business will, in a timely fashion, review the relevant AW Rating provided always that the Agency Worker provides promptly to the Employment Business in writing the reasons the Agency Worker considers the AW Rating unjustified, along with any supporting documentation relevant to the same which taken together is sufficient, in the sole and absolute discretion of the Employment Business, to carry out such a review. The Agency Worker agrees to co-operate with any such review conducted by the Employment Business, including by providing it with such further information as the Employment Business in its sole and absolute discretion considers relevant to the same. Upon conclusion of any such review the Employment Business will in its sole and absolute discretion determine whether to uphold, adjust or remove the relevant AW Rating. The Agency Worker agrees that:

4.7.1. the decision of the Employment Business in this regard shall be final and that the Agency Worker shall have no right to appeal against the same; and

4.7.2. if, following the review process set out above, the Employment Business upholds a 1-star AW Rating on two or more occasions it may in its sole and absolute discretion and without prior notice or liability cancel current and future Assignments of the Agency Worker and terminate indefinitely the Agency Worker’s use of the Application (and so the services provided by the Employment Business).

4.8. Notwithstanding anything else in these Terms, it is a condition of the Employment Business providing services to the Agency Worker under these Terms, and accordingly of access to the Application, that the Agency Worker agrees (including for the purposes of the Data Protection Laws) to the processes in relation to AW Ratings and Hirer Ratings described in this clause, which are fundamental to the operation of the Employment Business and the Application. Accordingly if the Agency Worker subsequently revokes their agreement to the same, for the period that the Agency Worker has revoked their agreement the Agency Worker agrees and acknowledges that he or she shall not be provided with services by the Employment Business and shall not have access to the Application.

5. TIMESHEETS AND WORKING TIME

5.1. The Agency Worker shall input on the their timesheet the number of hours worked during the preceding shift of an Assignment (or during the Assignment, if for only one shift) within 6 hours of the end of such shift which the Hirer shall then be required to review.

5.2. Where the Agency Worker fails to comply with the obligations pursuant to clause 5.1, the Employment Business shall permit the Hirer to input on the appropriate page of the Application the number of hours worked by the Agency Worker during the preceding shift of an Assignment (or the Assignment, if for only one shift).

5.3. Subject to clause 5.5 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.

5.4. The Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reason for any disagreement in this regard between the Agency Worker and the Hirer where:

5.4.1. the Hirer does not approve the input of the Agency Worker made in accordance with clause 5.1; or

5.4.2. the Agency Worker disagrees with the input of the Hirer made in accordance with clause 5.2, provided that the Employment Business is notified of the same in writing by the Agency Worker within 72 hours of the Agency Worker being sent notification of the Hirer’s input, and the reasons for the same in sufficient detail (in the sole and absolute discretion of the Employment Business) to enable the Employment Business to investigate. In connection with any such further investigations the Agency Worker shall promptly provide to the Employment Business a copy of any relevant Timesheet along with any other documentation and/or information required by the Employment Business in its sole and absolute discretion, and shall in all respects co-operate fully and in a timely manner. It is recommended but not required that the Agency Worker requests that an authorized representative of the Hirer signs the Timesheet. The Agency Worker acknowledges and agrees that such further investigation may delay any payment due to the Agency Worker, and the Agency Worker must respond promptly, and in any event within 72 hours, to any request by the Employment Business for information or documentation in this regard. The Employment Business shall make no payment to the Agency Worker for hours not worked.

5.5. 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 5.5 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.

5.6. The Agency Worker may be required to work night shifts as part of an Assignment. If the Agency Worker undertakes night shifts under the normal course of his/her duties, he/she will be offered the opportunity to undergo a medical assessment by a doctor appointed by the Employment Business at regular intervals. A night shift involves at least three hours work during the period between 12am (midnight) and 7am. Night workers must not work more than an average of 8 hours in a 24-hour period, (calculated over 17 weeks).

5.7. The WTR provide that the Agency Worker shall not work on Assignments in excess of the Working Week Limit unless the Agency Worker agrees in writing that the Working Week Limit should not apply. By accepting these Terms, the Agency Worker agrees that the Working Week Limit shall not apply to Assignments worked under these Terms. The Agency Worker may end this agreement by giving the Employment Business 3 months’ notice in writing of the same. For the avoidance of doubt, any such notice shall not be construed as termination by the Agency Worker of any Assignment. Upon the expiry of such notice the Working Week Limit shall apply with immediate effect.

6. PAY AND DEDUCTIONS

6.1. The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form.

6.2. 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 pay to the Agency Worker:

6.2.1. the Actual QP Rate of Pay; and

6.2.2. the Emoluments (if any), which will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) 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.

6.4. Subject to 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 or the Hirer’s rules.

6.5. Any sums payable to the Agency Worker by the Employment Business subject to and in accordance with these Terms (including without limitation clause 5.4) and/or any Assignment Details Form(s) shall be paid in arrears usually on or around the Friday that is two weeks following the Friday of the week in which the Assignment (or part thereof) is carried out into a bank account, details of which the Agency Worker must provide to the Employment Business via the application. The Agency Worker acknowledges that the Employment Business shall not be able to make any payments pursuant to these Terms and/or any Assignment Details Form(s) unless the Agency Worker has provided the aforementioned details.

6.6. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.

6.7. If the Employment Business provides any equipment or clothing or other Employment Business property to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the same. Furthermore, unless otherwise agreed in writing, the Agency Worker must return the same to the Employment Business upon termination of the relevant Assignment or at any other time when requested by the Employment Business. In the event that the Agency Worker does not comply with the obligations set out in this clause and/or in clause 4.1.8, the Agency Worker undertakes to indemnify the Employment Business (for itself and on behalf of the Hirer) in respect of, and the Employment Business reserves the right to deduct from any sums owed by the Employment Business (including within limitation the deposit referred to in clause 6.8) to the Agency Worker, the cost of replacing the relevant equipment, clothing, or Hirer or Employment Business property. The question of whether the Agency Worker has taken reasonable care of the equipment, clothing, or Hirer or Employment Business property will be solely assessed by the Employment Business’s reasonable judgement.

6.8. Notwithstanding any other clause of these Terms, where the Employment Business in its sole and absolute discretion considers it appropriate, the provision to the Agency Worker of Employment Business and/or Hirer property necessary for the Agency Worker to work on an Assignment will be subject to the payment by the Agency Worker to the Employment Business of a deposit. The Agency Worker agrees that such a deposit may be deducted from sums owing to him/her from the Employment Business, and to enter into any documentation which the Employment Business reasonably requires in connection with such deposit. The Agency Worker will be informed in writing of any such requirement on an Assignment specific basis. The Agency worker agrees that once paid to the Employment Business, any such deposit shall be repayable to the Agency Worker subject to and conditional on his/her compliance with clauses 4.1.8 and 6.7 (as applicable) in respect of the relevant property, and that deductions may be made from the deposit (including without limitation deductions which reduce the deposit to zero) where the Agency Worker fails to comply with those clauses (as set out in clause 6.7). The Agency Worker also agrees that no interest shall be payable by the Employment Business (or the Hirer) in respect of any such deposit during the period that the same is held by the Employment Business.

7. ANNUAL LEAVE

7.1. 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 under the WTR for full time workers is 5.6 weeks.

7.2. Entitlement to payment for leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.

7.3. 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 WTR and in accordance with clauses 7.1 and 7.2. 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.

7.4. All entitlement to annual leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward into any subsequent Leave Year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.

7.5. If the Agency Worker wishes to take paid annual leave during an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of annual leave that s/he wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counternotice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

7.6. Subject to clause 7.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment.

7.7. Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and it has been agreed pursuant to clause 7.5 that the Agency Worker will take paid annual leave on that day, then for the avoidance of doubt subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker’s paid annual leave entitlement.

7.8. If an Agency Worker’s request to take paid leave is approved by the Employment Business in accordance with clause 7.5, the Agency Worker acknowledges that payment for the annual leave will have been included in the hourly rate of pay as notified for the Assignment (or in the relevant Assignment Details Form(s)) and is paid as accrued every two weeks in accordance with clause 6.5. No additional payment is due from the Employment Business for the period of leave actually taken and the Agency Worker may not undertake any Assignment or other work during a period of annual leave.

8. SICKNESS ABSENCE

 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

8.2. The Agency Worker is required to 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.

8.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

8.4. 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.

8.5. Where clause 8.4 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.

9. TERMINATION

9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker’s Assignment at any time without prior notice or liability. The Employment Business may at any time without prior notice or liability cancel current and future Assignments of the Agency Worker and terminate indefinitely the Agency Worker’s use of the Application (and so the Services provided by the Employment Business), and the Employment Business’s decision in this regard will be final. Factors which the Employment Business may take into consideration in this regard include, without limitation, lateness and non-attendance for Assignments and/or parts thereof, any breach or breaches of these Terms and repeated receipt of 1-star AW Ratings.

9.2. 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 terminated for any reason 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).

9.3. If the Agency Worker does not tell the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.

9.4. If the Agency Worker is absent during an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above, the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.

9.5. If the Agency Worker does not work in an Assignment for 12 Calendar Weeks, this contract for services will automatically terminate and the Employment Business will forward his/her P45 to his/her last known email address.

10. 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.

11. CONFIDENTIALITY

11.1. 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:

11.1.1. 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, or which comes into, in the public domain (otherwise than through the Agency Worker’s unauthorised disclosure);

11.1.2. to enter into a confidentiality or non-disclosure or other similar agreement directly with a Hirer where a Hirer in its sole and absolute discretion requires the same;

11.1.3. 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

11.1.4. 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. DATA PROTECTION

12.1. 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.

12.2. 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.

12.3. The Agency Worker acknowledges that the Employment Business will need to hold, access or process personal data relating to him/her in accordance with its Data Privacy Policy (the “Data Privacy Policy”) and any data privacy notice as may be provided to the Agency Worker as amended from time to time.

12.4. The Agency Worker is obliged to familiarise themselves and comply with the Data Privacy Policy and data privacy notices as provided to him/her as amended from time to time. Failure to comply with the Data Privacy Policy and data privacy notices may lead to cancellation of current and future Assignments undertaken by the Agency Worker, or the Employment Business may terminate indefinitely the Agency Worker’s use of the Application (and so the Services provided by the Employment Business).

12.5. The Agency Worker acknowledges and accepts the Website, Use, Privacy and Cookies Policy contained on the Employment Business’ website (as amended from time to time).

13. 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.

14. NOTICES

14.1. All notices which are required to be given in accordance with these Terms shall be in English and 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 or facsimile transmission to any address or number (as applicable) of which the party has notified the other party in writing. 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 or facsimile transmission, when that email or facsimile is sent (provided that the serving party is able to prove that the email or facsimile has been sent by provision of a printed hard copy of the sent email or facsimile).

14.2. Where the Agency Worker is required by these Terms to inform the Employment Business of something in writing and choses to do so by email or facsimile to the address or number (as applicable) provided for the relevant purpose by the Employment Business, such email or facsimile shall only be deemed to have been received by the Employment Business on receipt by the Agency Worker of a confirmation of receipt by the Employment Business (not to be unreasonably withheld or delayed). Where no such confirmation of receipt is received by the Agency Worker, s/he should consider that such email or facsimile has not been delivered to the Employment Business (and accordingly that s/he has not discharged the relevant obligations under these Terms), and it should resend the relevant email or facsimile after having confirmed the address or number(as applicable).

14.3. The Agency Worker acknowledges and agrees that the Employment Business does not systematically review any comments specified in free text fields on the Application and the Work assignment description; such free text fields merely being a means by which the Employment Agency facilitates communication between Agency Workers and Hirers. Accordingly, the Agency Worker acknowledges and agrees that inputting data therein will not satisfy obligations under these Terms to inform the Employment Business of any relevant data in writing. Where the Agency Worker is required under these Terms to inform the Employment Business of something in writing s/he should do so in accordance with clause 14.2.

15. 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.

15. 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 1: “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.

"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.

SCHEDULE 2: PERIOD OF EXTENDED HIRE

|  |  |
| --- | --- |
| Notice period required where Hirer wishes to engage Agency Worker for a Period of Extended Hire | 2 weeks’ written notice |
| Period of Extended Hire if the Hirer wishes to engage the Agency Worker and avoid paying a Transfer Fee | This shall be agreed in writing between the Hirer and the Employment Business in respect of specific Assignments, and subsequently be communicated to the Agency Worker with Assignment Details. If there is no Assignmentspecific agreement between the parties, the Period of Extended Hire shall be 480 working hours, less any hours worked by the Agency Worker for the Hirer prior to the start of the Period of Extended Hire. |

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Should we not here otherwise within 3 working days these terms of engagement will be deemed to be accepted.

(Personal Services Companies)

This Agreement is made between the limited company identified on page 5 of the registration form (“the Supplier”) and CPR Recruitment Limited (“the Company”), acting as an Employment Business for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

1. INTERPRETATION AND DEFINITIONS 1.1 In this Agreement the following words and expressions have the following meanings: “Agreement” means the Contract for Services between the Company and the Supplier comprising the terms set out in this document and the Assignment Schedule; “Application Documents” means any tender documentation, application form or other information provided by the Supplier or the Consultant to the Company about the experience, training, qualifications, authorisations and general suitability of the Supplier or the Consultant to perform the Services; “Assignment Schedule” means the schedule issued by the Company detailing any specific assignment the Company has agreed to perform; “Client” means the client identified in the Assignment Schedule; “Consultant” means the individual defined in the Assignment Schedule or any substitute provided by the Supplier pursuant to Clause 4.1.6; “Data Protection Laws” mean the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data; “Intellectual Property Rights” means any and all present and future copyrights, registered designs, patents, trade marks, service marks, design rights, whether registered or unregistered, applications for any of the above, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world; “Location” means the location at which the Client requires the Services to be supplied, as specified in the Assignment Schedule; “Services” means the services to be provided by the Supplier, as specified in the Assignment Schedule; “Tax” means all PAYE, VAT and Corporation Taxes which the Supplier or Consultant may be liable to pay to the appropriate authorities in connection to payments made under this agreement and shall be deemed to include any similar liabilities incurred in jurisdictions outside the United Kingdom; “Work Results” means any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the Services. 1.2 Each term starting with a capital letter and not defined in Clause 1.1 or elsewhere in this Agreement is as defined in the Assignment Schedule.

2. SUPPLIER’S OBLIGATIONS 2.1 The Supplier shall: 2.1.1 Use the utmost care, diligence and skill in supplying the Services, taking full responsibility for the manner in which the Services are performed; 2.1.2 Where necessary, provide at its own cost all such equipment and training for the Consultant as is reasonably required for providing the Services; 2.1.3 At all times comply with the Company’s and the Client’s health & safety, site and security regulations and current health, safety and environmental legislation to the extent that they apply to an independent contractor; 2.1.4 Not engage in any conduct which is likely to be detrimental to the interests of the Company or the Client; 2.1.5 Give reasonable notice to the Company and the Client of any period in which the Supplier will be unable to provide the Services; 2.1.6 Not without the prior written consent of the Company or the Client accept any consultancy, employment, directorship, or other position or engagement which would, in the reasonable opinion of the Company or the Client, create a conflict of interest with its obligations under this Agreement; 2.1.7 Supply copies of any documents, qualifications, professional memberships or authorisations to the Company that the Supplier or the Consultant is required to have by the Company or the Client in order to provide the Services; 2.1.8 Be responsible for paying any wages, statutory sick pay, holiday pay, statutory maternity pay, paternity pay and adoption pay to its Consultant as appropriate and account to the relevant authorities in respect of Tax and all other statutory deductions; 2.1.9 Ensure that the information supplied to the Company by the Supplier and the Consultant in any Application Document or pre-contractual statement is accurate, complete and not misleading; 2.1.10 Provide evidence of the Consultant’s identity and co-operate with any checks reasonably required by the Company or Client in respect of the Consultant’s experience, training, qualifications, authorisations and eligibility to work in the United Kingdom or such jurisdiction as the Services are to be provided in; 2.1.11 Ensure that any Consultant provided by the Supplier has the experience, training, qualifications and any authorisation which the Client considers necessary, or which are required by law or by any professional body for the Consultant to perform the Services; 2.1.12 Ensure that, in respect of any rail assignment, the Supplier and Consultant only carry out works and duties specific to their competencies held and only as endorsed and supported by the Company’s Link–up Accreditation; 2.1.13 Notify the Company if the Supplier becomes aware of any reason why the Supplier or any Consultant may be unsuitable to carry out the Services 2.1.14 Procure that the Consultant complies with the requirements of Clauses 2, 3, 5, 6, 7 and 8 of this Agreement;

3. TIMESHEETS & FEES 3.1 The Supplier shall: 3.1.1 Deliver completed timesheets weekly, in a form approved by the Company, to an authorised representative of the Client for signing and return the same to the Company; 3.1.2 Raise invoices in respect of the Services on a weekly basis, except where the Supplier has agreed to self-billing by the Company, in which case the Company will raise the invoice on behalf of the Supplier; 3.1.3 Ensure that any invoices raised pursuant to Clause 3.1.2 comply with the payment rates defined in the Assignment Schedule or such other pay rate as has been agreed between the parties and confirmed in writing by the Company. 3.2 The Supplier is responsible for providing evidence of the time worked by the Consultant and the Company shall not therefore be liable to pay any fees to the Supplier until the Supplier has either supplied such evidence or the Company has received confirmation directly from the Client. 3.3 In the event of a dispute regarding the time worked by a Consultant, the Company shall not be liable to pay the Supplier in respect of the disputed time until such dispute has been resolved to the reasonable satisfaction of the Supplier, Company and Client. 3.4 Unless otherwise confirmed in writing by the Company, the Supplier shall not be entitled to claim from the Company or the Client any expenses incurred in connection with the performance of the Services. 3.5 Subject to the Supplier performing the Services in accordance with this Agreement, the Company shall pay the Supplier’s invoices within ten working days of receipt. 3.6 If the Supplier receives an overpayment of monies from the Company, the Supplier shall repay such overpayment to the Company within ten working days of being notified of such overpayment by the Company. 3.7 The Company shall be entitled to set off any sum it may be liable to pay the Supplier against any sum the Supplier may be or become liable to pay the Company in connection with this Agreement.

4. SUPPLIER’S STATUS 4.1 The parties acknowledge that: 4.1.1 Neither the Supplier nor the Consultant is the employee, worker, agent, partner or servant of the Company or the Client; 4.1.2 The Supplier is an independent contractor and any Consultant provided pursuant to this Agreement shall be employed or otherwise engaged by the Supplier; 4.1.3 This Agreement is not an exclusive arrangement and, subject to Clauses 2.1.6 and 5.1, if applicable, nothing in this Agreement shall prevent the Supplier from providing other services to any third pa rty; 4.1.4 The Company is not obliged to put the Supplier or the Consultant forward to a Client for the provision of Services nor is the Supplier or the Consultant obliged to provide Services to the Client beyond the termination or expiry of this Agreement; 4.1.5 The Supplier shall have reasonable autonomy in relation to determining the method of performance of the Services but, in doing so, shall co-operate with the reasonable requirements of the Client at all times; 4.1.6 The Supplier shall be entitled at any time to provide a substitute Consultant to perform the Services provided that such substitute Consultant is approved in advance by the Company and the Client and that the Supplier arranges an appropriate handover arrangement between the Consultants at the Supplier’s expense.

5. PROTECTION OF THE COMPANY’S BUSINESS 5.1 The Supplier shall not, either during the term of this Agreement or for a period of three calendar months after the termination or expiry of this Agreement, provide Services directly to the Client or any subsidiary or associated company of the Client without the prior written consent of the Company. 5.2 The Supplier shall notify the Company without delay if the Supplier, or any Consultant provided by the Supplier, receives an offer of direct employment or engagement from the Client during the course of or within three months of providing the Services.

6. DATA PROTECTION 6.1 The Supplier warrants that it shall comply with all Data Protection Laws in the provision of the Services 6.2 The Supplier confirms that the Consultant has expressly consented to the Company and the Client processing the Consultant’s personal data for purposes connected with this Agreement and has agreed that such data may be processed both inside and outside of the European Economic Area.

7. CONFIDENTIALITY 7.1 The Supplier shall: 7.1.1 Keep confidential all information relating to the Company’s and the Client’s business and affairs (“Confidential Information”) which may become known to it through the provision of Services; 7.1.2 Not use any Confidential Information or remove from the Client’s premises any material containing any Confidential Information except with the permission of the Client; 7.1.3 Enter into any Confidentiality or Non-Disclosure Agreement reasonably required by the Company or the Client; 7.1.4 On request, return to the Client all documents, papers or other such materials, in any format whatsoever, in its or the Consultant’s possession or control and which contain Confidential Information.

8. INTELLECTUAL PROPERTY & WORK RESULTS 8.1 On demand, the Supplier must assign to the Client or the Client’s nominee all Intellectual Property Rights in the Work Results promptly and without charge. 8.2 The Supplier must not use the Work Results for any purpose other than that which has been expressly approved in writing by the Company or the Client. 8.3 The Supplier must ensure that the Work Results do not infringe the Intellectual Property Rights of any other person or business. 8.4 If the Supplier becomes aware of any claim or potential claim from a third party for breach of Intellectual Property Rights in respect of the Work Results, the Supplier shall: 8.4.1 Promptly notify the Company and the Client in writing, giving details of such claim; 8.4.2 Make no admission in respect of such claim; 8.4.3 Permit the Client to conduct all negotiations, proceedings and settlements in respect of such claim; 8.4.4 Give the Client all reasonable assistance in connection with such claim; 8.4.5 Use all reasonable endeavours to render the Work Results which are the subject of the claim non-infringing or obtain a license at the Supplier’s cost granting the Supplier and the Client the right to continue using them.

9. INSURANCE & INDEMNITY 9.1 The Supplier shall indemnify the Company and the Client against all claims (actual or threatened), actions, costs, losses, demands or fees (including legal fees) received, incurred or suffered by the Company or the Client in respect of: 9.1.1 Any failure by the Supplier to comply with its obligations under this Agreement; 9.1.2 Any negligent, wrongful or fraudulent act or omission of the Supplier or the Consultant in the provision of the Services; 9.1.3 Any claim that the Services were faulty, inaccurate, incomplete or otherwise fell short of the standard reasonably expected of the Supplier or the Consultant; 9.1.4 Any claim by a Consultant or finding by an official, public or regulatory body or authority that a Consultant is an employee of the Company or of the Client that the Consultant is otherwise entitled to the rights and benefits available to an employee, or that the Consultant is a Agency Worker for the purpose of the Agency Worker Regulations 2010. 9.2 The Supplier shall take out and maintain Public Liability insurance with not less than £2,000,000 of coverage in respect of the Services and shall supply the Company with evidence of such cover on request. If the Supplier fails to provide evidence of such insurance or if the Supplier chooses to do so, the Supplier shall be added to the Company’s group insurance scheme at a cost of £4.00 per week. 9.3 Where appropriate to the Supplier’s business or the Consultant’s profession or where requested by the Company or Client in writing, the Supplier shall take out and maintain Professional Indemnity insurance to adequately insure against any claim which may arise in respect of the Services provided pursuant to this Agreement and maintain such insurance for a period of no less than six years following termination of the Assignment. 9.4 If the Supplier fails to provide evidence of any insurance required under this Agreement, the Company may add the Supplier to the Company’s own policy and invoice the costs to the Supplier or set off the costs against any monies owing to the Supplier;

10. TERMINATION 10.1 Unless otherwise agreed between the parties and confirmed in writing by the Company, an assignment may be terminated at any time by the Supplier, Company or Client by verbal or written notice and with immediate effect. 10.2 On termination of an assignment, the Supplier shall: 10.2.1 Ensure that any property belonging to the Client in its or the Consultant’s possession is returned without delay; 10.2.2 Co-operate fully with handing over the Services to the Client or any third party nominated by the Client; 10.2.3 Arrange for an authorised representative of the Client to sign any remaining timesheets in respect of the Services. 10.3 This Agreement may be terminated by either the Supplier or the Company on one week’s written notice. 10.4 Notwithstanding the rights of the parties to terminate this Agreement under Clause 10.3, Clauses 5, 6, 7, 8 and 9 shall survive the termination of this Agreement.

11. GENERAL 11.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements relating to the Services, whether written, verbal or implied. 11.2 The Supplier acknowledges that, in entering this Agreement, it has not relied on any representations made by the Company before the execution of this Agreement other than those expressly set out in this Agreement. 11.3 The Supplier shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party or to procure that the Services are performed by any person other than the Consultant or any substitute provided pursuant to clause 4.1.6. 11.4 No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each party by a person duly authorised by that party. 11.5 No person who is not a party to this Agreement shall have any right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999 except the Client who may enforce clauses 7, 8, 9 and 10.1 as if the Client is a party to this Agreement. 11.6 This agreement shall be governed by and construed in all aspects in accordance English Law and the courts of England and Wales shall have exclusive jurisdiction in respect of any actions which may arise between the Parties.