

## Agreement for the Engagement of Temps (PAYE)



### BETWEEN

- (1) LTF Recruitment Limited, a company incorporated in England and Wales under company number 11079531 and whose registered office is at Second Floor, 2 The Waterhouse, Waterhouse Street, Hemel Hempstead, HP1 1ES ("Employment Business"); and
- (2) Temporary Worker as set out in the Assignment Schedule.

IT IS AGREED as follows

### Interpretation and Definitions

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- 1.1. Unless the context otherwise requires, references to the singular include the plural.
- 1.2. Headings contained in this Agreement are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 1.3. In this Agreement -
  - "Agreement"** means these terms and conditions together with the Assignment Schedule;
  - "Assignment"** means the period during which Temporary Worker is engaged on a temporary basis to provide Services;
  - "Assignment Schedule"** means the schedule confirming the details of the Assignment;
  - "AWR"** means the Agency Workers Regulations 2010 (as amended);
  - "Client"** means the person, firm or corporate body as specified within the Assignment Schedule together with any subsidiary or associated company as defined by section 1159 of the Companies Act 2006 and includes any third party for whom Temporary Worker provides services pursuant to this Agreement on behalf of Client;
  - "Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);
  - "Data Controller"** means –
    - (a) **"data controller"** in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and
    - (b) **"controller"** in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;
  - "Data Protection Legislation"** means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation –
    - (a) the Data Protection Act 1998;
    - (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679;
    - (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and
    - (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;
  - "Data Subject"** means as set out in, and will be interpreted in accordance with Data Protection Legislation;
  - "Personal Data"** means as set out in, and will be interpreted in accordance with Data Protection Legislation;
  - "Personal Data Breach"** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with this Agreement;
  - "Privacy Notice"** means the document provided by Employment Business to Temporary Worker relating to privacy of Temporary Worker's Personal Data;
  - "Process"** means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;
  - "Force Majeure"** means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected, including strikes, lockouts or other industrial disputes;
  - "Qualifying Period"** means as defined within regulation 7 of the AWR;
  - "Relevant Period"** means whichever of the following periods ends later -
    - (a) the period of eight weeks commencing on the day after the day on which Temporary Worker last worked for Client pursuant to the Assignment; or
    - (b) the period of fourteen weeks commencing on the first day on which Temporary Worker first commenced the Assignment with Client;
  - "Services"** means the work to be performed by Temporary Worker for Client pursuant to this Agreement; and

**“Temporary Worker”** means the individual named in the Assignment Schedule who is supplied to Client by Employment Business on a PAYE basis under a contract for services.

## **2. The Contract**

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- 2.1. These terms and conditions constitute a contract for services between Employment Business and Temporary Worker and they govern all Assignments undertaken by Temporary Worker.
- 2.2. This Agreement together with the Assignment Schedule constitutes the entire agreement between Employment Business and Temporary Worker, and it supersedes all previous agreements between the parties in relation to the subject matter hereof and governs all Assignments undertaken by Temporary Worker. No contract will exist between Employment Business and Temporary Worker between Assignments.
- 2.3. For the avoidance of doubt, this Agreement will not give rise to a contract of employment between Employment Business and Temporary Worker. Temporary Worker is engaged as a self-employed PAYE worker, although Employment Business is required to make statutory deductions from Temporary Worker’s remuneration in accordance with clause 7.2.
- 2.4. No variation or alteration to this Agreement will be valid unless the details of such variation are agreed between Employment Business and Temporary Worker and set out in writing and a copy of the varied terms is given to Temporary Worker stating the date on or after which such varied terms will apply.
- 2.5. Without prejudice to any rights accrued prior to termination, the obligations within clauses 0, 10, 11, 14, 15 and 16 will remain in force beyond the cessation or other termination of this Agreement.

## **3. Obligations of Employment Business**

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- 3.1. Employment Business will operate as an employment business (as defined by the Conduct Regulations) in relation to Temporary Worker except where Temporary Worker is employed by Client following Employment Business’s introduction to Client, in which case Employment Business will act as an employment agency.
- 3.2. Employment Business will not charge Temporary Worker a fee for introducing Temporary Worker to Client (as is prohibited by Employment Agencies Act 1973).
- 3.3. Employment Business will endeavour to find suitable Assignments, in the reasonable opinion of Employment Business. Rates of pay will be stated in Booking Confirmation.
- 3.4. Employment Business will endeavour to obtain suitable Assignments for Temporary Worker, however, the nature of temporary work means that there may be periods when no suitable work is available and Temporary Worker acknowledges that and agrees -
  - 3.4.1. that the suitability of the work offered will be determined solely by Employment Business;
  - 3.4.2. that Employment Business will not incur any liability to Temporary Worker should it not be able to offer any suitable Assignments;
  - 3.4.3. that no contract will exist between Temporary Worker and Employment Business during periods when Temporary Worker is not working on an Assignment; and
  - 3.4.4. s/he is not obliged to accept any Assignment offered by Employment Business.
- 3.5. Employment Business will operate as a temporary work agency (as defined by the AWR). For the avoidance of doubt, regulation 10 of the AWR does not apply to this Agreement.
- 3.6. Upon written request from Temporary Worker and following the Qualifying Period, Employment Business will, within 28 days from receipt of such request, provide to Temporary Worker a written statement in accordance with regulation 16 of the AWR.

## **4. Obligations of Temporary Worker**

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- 4.1. Temporary Worker will inform Employment Business immediately if –
  - 4.1.1. s/he has been arrested or accused of a criminal offence;
  - 4.1.2. his/her health changes in such a way as to affect his/her suitability to work; or
  - 4.1.3. any information s/he has provided (or provides hereafter) has changed in any way. This may include (but is not limited to) changes in relation to contact information (telephone numbers, residential address), right to work or live within the UK.
- 4.2. During the Assignment Temporary Worker agrees -
  - 4.2.1. to follow all relevant and applicable rules and procedures of Client including but not limited to those relating to health and safety, site security and IT usage and security and will act in a professional manner at all times whilst performing the Assignment;
  - 4.2.2. not to engage in any conduct detrimental to the interests of Employment Business or Client which includes any conduct that may bring Employment Business or Client into disrepute or which results in the loss of custom or business;
  - 4.2.3. to take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by his/her actions during the Assignment;
  - 4.2.4. 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 Client except when required to do so in the course of his/her duties under the Assignment in which event any such item will belong to Client;
  - 4.2.5. if s/he is unable (or unwilling for any reason) to perform the work during the course of an Assignment, that s/he will inform the school and the Employment Business by [no later than 7.00am on the first day of incapacity];

- 4.2.6. that if either before or during the course of an Assignment, Temporary Worker becomes aware of any reason (including, but not limited to any health issues or criminal convictions) why s/he may not be suitable for an Assignment, then s/he will notify Employment Business without delay and cooperate fully with any further enquiries Employment Business may make;
  - 4.2.7. not at any time either during the Assignment or at any time afterwards, divulge to any person or corporate entity confidential information, nor use the same for his or her own or any other person's benefit in accordance with clause 11;
  - 4.2.8. to immediately inform Employment Business where they perceive they may become the subject of any complaint (whether by Client or otherwise) in relation to their obligations under this Agreement;
  - 4.2.9. to arrange any appointments, including without limitation those relating to medical conditions, outside of the hours required by Client to deliver the Services, wherever possible; and
  - 4.2.10. to promptly inform Employment Business where s/he has a concern or an issue relating to the Assignment, Client, Employment Business or the AWR.
- 4.3. For the purposes of this Agreement and the Assignment, Temporary Worker warrants that-
- 4.3.1. s/he has the experience, training, qualifications and any authorisation which Client considers are necessary, or which are required by law or by any professional body for Temporary Worker to possess in order to perform the Services and will promptly provide evidence of such upon request from Employment Business;
  - 4.3.2. s/he has disclosed in full the details, duration (including any breaks or absences) of any temporary assignments previously undertaken by Temporary Worker for the benefit of Client;
  - 4.3.3. s/he is willing to undertake the work with Client;
  - 4.3.4. all information and statements provided, whether oral or written, by him/her in relation to the Assignment including (but not limited to) in respect of clause 4.3.1 and 4.3.2 above are true and accurate;
  - 4.3.5. the Services will be performed with a high degree of professional skill and care;
  - 4.3.6. s/he is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment business, or client, or any other company) or any other reason, from carrying out their full obligations under this Agreement;
  - 4.3.7. s/he possesses valid and subsisting leave to enter, live, work and remain lawfully in the UK for the duration of the Assignment and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the services;
  - 4.3.8. s/he does not possess any criminal convictions that may reasonably affect the decision of Employment Business or Client to offer any Assignment under this Agreement; and
  - 4.3.9. s/he has not relied on any representations by Employment Business or Client made prior this Agreement, other than as set out under this Agreement.

## **5. Time Recording (Timesheets)**

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- 5.1. Temporary Worker will deliver to Employment Business a timesheet duly completed (correctly and legibly) to indicate the number of hours worked during each week signed by an authorised representative of Client.
- 5.2. The timesheet should be delivered online to the Employment Business no later than Friday at 1pm.
- 5.3. Temporary Worker warrants and represents that the hours it records on the timesheet are true and accurate. Temporary Worker acknowledges that it could be a criminal offence for Temporary Worker to falsify any timesheet, including but not restricted to, claiming work was performed for hours that it was not.
- 5.4. Temporary Worker acknowledges that failure to deliver and obtain Client's signature on timesheets may delay payment whilst Employment Business obtains confirmation that the hours claimed are true and accurate.
- 5.5. Temporary Worker will inform Employment Business immediately if s/he is experiencing any problems (or anticipates such) which may delay the delivery of timesheets to Employment Business in accordance with the requirements in clauses 5.1 and 5.2 above.

## **6. The Assignment**

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- 6.1. Temporary Worker agrees, by signing this Agreement that the weekly working limit of an average of 48 hours each week calculated over a 13 week period will not apply under the Working Time Regulations 1998. Temporary Worker may withdraw their consent herein prior to the Assignment or by serving no less than four (4) weeks' notice to Employment Business thereafter.
- 6.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, Temporary Worker's working time will only consist of those periods during which s/he is carrying out activities or duties for Client as part of the Assignment. Time spent travelling to Client's premises; lunch breaks and other rest breaks will not count as part of Temporary Worker's working time for these purposes.
- 6.3. If Client wishes to engage Temporary Worker directly or through another employment business whether for temporary or permanent work - a) during the course of an Assignment; or b) within the Relevant Period; or c) before the Assignment, then Temporary Worker acknowledges that Employment Business will be entitled to charge Client a fee or to agree an extension of the hiring period after which Client may engage Temporary Worker (other than through Employment Business) without further charge to Client. In addition, where Client introduces Temporary Worker to a third party who subsequently engages Temporary Worker Employment Business is entitled to charge Client a fee.

- 6.4. Temporary Worker will at the end of the Assignment or on demand return to Employment Business or Client (as directed) all property of Employment Business, Client (and Client's customer where applicable) including, but not limited to, all equipment, documents (including copies) and other such materials, security passes, electronic storage devices and keys.
- 6.5. Nothing in this Agreement will render Temporary Worker an employee of either Employment Business or Client and Temporary Worker will not hold themselves out as an employee or an agent of either Employment Business or Client.

## **7. Payment**

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- 7.1. Employment Business shall pay to Temporary Worker remuneration calculated at an hourly rate as confirmed within the Assignment Schedule. The rate applies for each hour worked during an Assignment (to the nearest quarter hour). The rate specified in the Assignment Schedule is specific to each Assignment.
- 7.2. Temporary Worker will be paid weekly in arrears by BACS unless stated otherwise within the Assignment Schedule, and will be reduced by any statutory deductions which Employment Business may be required by law to make (eg income tax, National Insurance contribution, social security payments etc).
- 7.3. Temporary Worker is not entitled to receive payment from Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason, save for statutory entitlement under relevant legislation or where agreed otherwise. Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 7.4. Temporary Worker acknowledges that s/he may be required to work extra hours in addition to those set out in the Assignment Schedule in order to meet a business need of a Client. No premium rates will be paid for additional hours worked and extra hours worked during the weekend or public holiday work will be paid at the normal rates unless otherwise agreed and stated in the Assignment Schedule.
- 7.5. Without prejudice to Employment Business's rights under this Agreement, whenever a sum of money is recoverable from or payable by Temporary Worker -
- 7.5.1. in relation to an overpayment of expenses or remuneration due to an error, mistake or as a result of a misrepresentation by Temporary Worker;
  - 7.5.2. in relation to any loss caused by Temporary Worker and any sum that Temporary Worker is liable to pay to Employment Business in respect of any breach of this Agreement; or
  - 7.5.3. from any indemnity given in this Agreement.

Employment Business may deduct that sum from any sum then due or which at any later time becomes due to Temporary Worker under this Agreement (and Temporary Worker consents to that deduction).

- 7.6. Employment Business shall pay Temporary Worker in respect of work done by him/her during an Assignment, whether or not Employment Business is paid by Client in respect of that work.
- 7.7. Following the Qualifying Period and where relevant in accordance with the AWR, Employment Business may vary clauses 7.1, 7.3 and 7.4 of this Agreement, as is appropriate, and any such variation will be set out within an Assignment Schedule and issued to Temporary Worker.
- 7.8. Employment Business shall, where Temporary Worker is eligible, automatically enroll Temporary Worker in to Employment Business's pension scheme in accordance with The Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2014. Temporary Worker may choose to 'opt out' of this enrolment by written notification to Employment Business. Further information regarding eligibility and options in relation to this clause will be provided by Employment Business.

## **8. Statutory Leave**

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- 8.1. Entitlement to leave commences on the date that Temporary Worker starts an Assignment or a series of Assignments and for the purposes of this clause, the leave year commences on 1st January to 31st December following.
- 8.2. Under the Working Time Regulations 1998, Temporary Worker is entitled to the equivalent of 5.6 weeks' paid leave per leave year including all bank holiday entitlements (equivalent to 28 days for those working a 5 day week). If the Assignment starts and/or ends during a leave year, Temporary Worker's entitlement to paid leave in that year will be the 5.6 weeks multiplied by the proportion of the leave year during which the Assignment has been ongoing. All entitlement to leave must be authorised in advance and will be taken during the course of the leave year in which it accrues and none may be carried forward to the next year without the express, written agreement of Employment Business.
- 8.3. Employment Business will roll up Temporary Worker's pay in respect of annual leave ("holiday pay"), meaning that Employment Business will make payments of holiday pay to Temporary Worker each week (or other period when Temporary Worker is paid in accordance with clause 7.2) in addition to Temporary Worker's wages when Temporary Worker is on Assignment. These payments will be equivalent to 12.07% of Temporary Worker's gross wages (disregarding holiday pay itself) and will be paid to Temporary Worker in addition to his/her wages. This is essentially a pre-payment in respect of paid leave. For the avoidance of doubt, when Temporary Worker takes annual leave, Temporary Worker will not receive any additional payment in respect of the leave actually taken, because payment for such leave has been paid in advance. This payment will be identified separately on Temporary Worker's payslip to clearly show the amount of holiday pay received.
- 8.4. During an Assignment, if a Temporary Worker wishes to take paid leave, to which s/he is entitled, s/he should notify Employment Business in writing of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. Employment Business may refuse a leave request for specific dates at any time before the first date to which the request relates.
- 8.5. Where a Bank holiday or other public holiday falls during an Assignment and Temporary Worker does not work on that day, the public holiday will count as part of Temporary Worker's paid annual leave entitlement.
- 8.6. Unless Temporary Worker advises Employment Business otherwise, Employment Business will assume that when Temporary Worker is on Assignment that all working days when Temporary Worker does not work have been taken as holiday and will be treated as unpaid leave where Temporary Workers holiday entitlement has been used up.

- 8.7. At the end of an Assignment, Employment Business will make a payment to Temporary Worker in respect of any accrued holiday entitlement that has arisen but has not been taken at the end of the Assignment.
- 8.8. Employment Business may make a deduction from Temporary Worker's final pay (and Temporary Worker hereby agrees to that deduction) for any holiday taken in excess of their entitlement, at the date of termination.
- 8.9. Following the Qualifying Period and where relevant in accordance with the AWR, Employment Business may vary clauses 8.2 and/or 8.3 of this Agreement, as is appropriate, and any such variation will be set out within an Assignment Schedule and issued to Temporary Worker.

## **9. Term and Termination of the Agreement**

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- 9.1. This Agreement will commence on the start date as set out in the Assignment Schedule and will continue until -
  - 9.1.1. the end date set out in the Assignment Schedule; or
  - 9.1.2. terminated in accordance with the clauses 9.3 or 9.4.
- 9.2. Employment Business may terminate the Assignment and this Agreement at any time without liability by providing the period of notice set out in the Assignment Schedule.
- 9.3. Temporary Worker may terminate the Assignment and this Agreement by providing the period of notice set out in the Assignment Schedule.
- 9.4. Notwithstanding clause 9.2 Employment Business may without liability end this Agreement and instruct Temporary Worker to cease work on the Assignment immediately or on short notice at any time, where -
  - 9.4.1. Temporary Worker has committed any serious or persistent breach of any of its obligations under this Agreement;
  - 9.4.2. Client reasonably believes Temporary Worker has - (a) acted in breach of the rules and regulations applicable to Client's own staff; (b) is incompetent; or (c) has been negligent in the performance of the Services;
  - 9.4.3. Client reasonably believes that Temporary Worker has not observed any condition of confidentiality applicable to Temporary Worker from time to time;
  - 9.4.4. for any reason Temporary Worker proves unsatisfactory to Client;
  - 9.4.5. Employment Business receives any information regarding the unsuitability of Temporary Worker to provide the Services in the course of the Assignment;
  - 9.4.6. Temporary Worker is found to be guilty of unprofessional conduct, including but not limited to - (a) the distribution of pornographic, sexist, racist or other offensive or abusive material of any type by email (or any means whatsoever); (b) intimidating, bullying or any behaviour which could be held to constitute harassment; (c) fraudulent activity of any kind; or (d) failure to follow the reasonable direction of Client;
  - 9.4.7. Temporary Worker is guilty of any fraud, dishonesty or serious misconduct; or
  - 9.4.8. the performance of the Assignment is prevented by the incapacity of Temporary Worker for whatever reason (including but not restricted to illness) save where Temporary Worker can demonstrate Force Majeure.
- 9.5. For the avoidance of doubt, termination pursuant to clause 9.4 will take precedence over termination pursuant to clause 9.2 above and any notice periods set out in the Assignment Schedule.
- 9.6. Notwithstanding clause 9.2, Temporary Worker acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between Employment Business and Client. In the event that the contract between Employment Business and Client is terminated for any reason the Assignment will cease with immediate effect without liability to Employment Business.
- 9.7. Notwithstanding clause 9.2, Employment Business may, without liability, terminate this Agreement and Assignment with immediate effect on any date prior to the date on which Temporary Worker is due to commence the Assignment where Employment Business receives notice from Client to terminate the Assignment or not to proceed with the Assignment.
- 9.8. Temporary Worker acknowledges and agrees that Employment Business is not obliged to provide any reason to Temporary Worker in connection with termination under clause 8.1. Furthermore, in the event a reason is provided whether by Client or by Employment Business, Employment Business will not be liable to, or held responsible by Temporary Worker in relation to the content of such reason.
- 9.9. If Temporary Worker does not report to Employment Business in order to notify of his/her availability for work for a period of four weeks, Employment Business will forward his/her P45 to his/her last known address.

## **10. Intellectual Property**

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- 10.1. Temporary Worker hereby agrees to assign to Client all present and future copyright, title and interest of whatever nature (including but not limited to copyright and patent application rights), topography rights, design rights, trademarks, rights in databases, sui generis rights, trade secrets (whether registered or unregistered) and other confidential information, know-how and all other intellectual property rights of a similar nature in any part of the world and all other intellectual property rights in original work and all applications and rights to apply for the protection of any of the foregoing, produced, prepared or provided by Temporary Worker, in whatever media, in relation to or arising from the performance of the Assignment prepared for Client or produced by Temporary Worker in connection with an Assignment under this Agreement, and that the aforementioned rights will vest in and remain the property of Client throughout the world free from any interest of Temporary Worker.
- 10.2. Temporary Worker will do anything that Client may reasonably require (at Client's expense) in order to effectively vest such rights (as stated in clause 10.1 above) in Client or such third party as Client specifies (whether before or after the termination of this Agreement).
- 10.3. Temporary Worker hereby irrevocably and unconditionally waives in favour of Client any and all moral rights conferred on it by statute for any intellectual property, design or copyright work in which rights are (or should be) vested in Client pursuant to this clause 10.

## 11. Confidentiality

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- 11.1. Subject to clause 11.4, Temporary Worker acknowledges that “Confidential Information” will include, but not be limited to –
- 11.1.1. information that is labelled confidential;
  - 11.1.2. information that Employment Business, Client (or Client’s customer where applicable) expressly states (whether in writing or otherwise) to Temporary Worker that the information is confidential;
  - 11.1.3. where Temporary Worker ought to have known that the information may be confidential; and
  - 11.1.4. the rates paid by Employment Business to Temporary Worker.
- 11.2. Temporary Worker will not at any time whether during or after the Assignment disclose to any person or make use of any of the Confidential Information.
- 11.3. Temporary Worker agrees that if Employment Business and/or Client suffers disclosure of their Confidential Information through breach of clause 11, Employment Business or Client (as the case may be) will be entitled, in addition to any and all other remedies, to temporary and injunctive relief.
- 11.4. The provisions of this clause 11 will not apply to any information in the public domain (otherwise than by breach of this Agreement) or any disclosure required by law.
- 11.5. The provisions of this clause 11 will survive the termination, for whatever reason, of the Assignment and of this Agreement, for a period of ten years from the date of termination.

## 12. Data Protection

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- 12.1. Temporary Worker understands –
- 12.1.1. that for the purposes of the Data Protection Legislation, Employment Business is a Data Controller and Client is a Data Controller but they are not Joint Controllers (as defined in the Data Protection Legislation) unless a specific agreement is made to that effect between those parties;
  - 12.1.2. that in providing Services, Personal Data relating to Temporary Worker will be collected by Employment Business and passed to Client (including any intermediary company involved in the supply of Services to Client) in accordance with the Privacy Notice;
  - 12.1.3. that in providing Services Personal Data relating to Temporary Worker may be collected and Processed in order to comply with Employment Business’s and/or Client’s legal obligations, including reporting Assignment details to HMRC and that any such Processing (including any transfer of Personal Data) shall be processed fairly and lawfully in accordance with the Privacy Notice and Data Protection Legislation; and
  - 12.1.4. that in providing Services, Client and/or Employment Business, or anyone processing data on behalf of Client and/or Employment Business, may transfer Personal Data relating to Temporary Worker outside the European Economic Area.
- 12.2. Employment Business confirms that any Personal Data relating to Temporary Worker will be used, Processed and recorded in accordance with the Privacy Notice and Data Protection Legislation for the purpose of fulfilling this Agreement.
- 12.3. Temporary Worker agrees to -
- 12.3.1. treat any and all Personal Data it obtains or has access to in connection with the Agreement as confidential at all times both during and after this Agreement;
  - 12.3.2. comply with the policies and procedures of Employment Business and of Client relating to privacy and data protection in connection with this Agreement;
  - 12.3.3. provide reasonable assistance to Employment Business and/or Client when required in order to help Employment Business or Client comply with Data Protection Legislation with respect to data subject access requests and other data subject rights, data security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
  - 12.3.4. promptly notify Employment Business on becoming aware of a suspected or actual Personal Data Breach in relation to the Services or in connection with this Agreement.
- 12.4. Temporary Worker agrees it will not, release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Employment Business.

## 13. Notices

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- 13.1. Any notice required to be given under this Agreement will be delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement.
- 13.2. Notices will be deemed to have been given and served -
- 13.2.1. if sent by facsimile or e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or
  - 13.2.2. if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery.



#### **14. Liability and Indemnity**

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- 14.1. Temporary Worker will indemnify Employment Business and Client against -
- 14.1.1. any loss arising out of Temporary Worker's deliberate or negligent infringement of any Client's or third parties' intellectual property rights;
  - 14.1.2. any loss or claim arising out of Temporary Worker's disclosure of any confidential information (including Personal Data);
  - 14.1.3. any loss or claim arising out of Temporary Worker submitting a fraudulent timesheet or fraudulent information in relation to the Assignment; and
  - 14.1.4. any loss, claim or damage (including legal costs) that Employment Business or Client may suffer or incur through the assertion by Temporary Worker of employment rights, including but not limited to unfair or constructive dismissal, redundancy payments, pension, bonuses (discretionary or guaranteed) and other related benefits other than any entitlement in accordance with the AWR.
- 14.2. Failure by Temporary Worker to give the period of notice (set out within the Assignment Schedule) to terminate the Assignment as required by clause 9.3 will constitute a serious breach of this Agreement and will entitle Employment Business and Client (as maybe required) to claim damages from Temporary Worker for any resulting loss suffered by Employment Business or Client.

#### **15. Contract Renewal**

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- 15.1. The Assignment may be extended by mutual agreement by the Parties signing a further Assignment Schedule.
- 15.2. If Temporary Worker supplied under this Agreement continues to perform the Services or any other services for Client at the express request of Client and Employment Business beyond the End of Assignment date set out within the applicable Assignment Schedule, then this Agreement will be deemed to be extended for an additional period until such time as such further agreement is entered into between the Parties ("the Deemed Period").
- 15.3. The terms and conditions contained herein will be deemed to apply in respect of any Services or other services provided by Temporary Worker during the Deemed Period, except as stated in clause 15.4 below.
- 15.4. In addition to the rights of the Parties in connection with clause 15.3 above, Employment Business may terminate the Deemed Period with immediate effect, and any notice period detailed in the Assignment Schedule will not apply.

#### **16. General**

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- 16.1. Any failure by the Parties to enforce at any particular time any one or more of its rights under this Agreement will not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.
- 16.2. Headings contained in this Agreement are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 16.3. If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement will remain in full force and effect to the extent permitted by law.
- 16.4. If there is a conflict between these terms and conditions and the Assignment Schedule, the Assignment Schedule will take precedence.
- 16.5. Save as provided in this clause 16.5, no provision of this Agreement will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act. Client named on the Assignment Schedule will have the benefit of the provisions and the indemnities within this Agreement where stated within the clauses in this Agreement. Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement may be varied, amended or modified without the consent of any such third party.
- 16.6. For the purposes of this Agreement, Employment Business is acting as an employment business as defined within the Conduct Regulations; save where a permanent placement results, in which case Employment Business will be acting as an employment agency as defined within the Conduct Regulations.

#### **17. Governing Law and Jurisdiction**

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- 17.1. This Agreement will be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement will be subject to the exclusive jurisdiction of the courts of England.