# TERMS AND CONDITIONS OF ENGAGEMENT

## 1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply:

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| **"Actual Rate of Pay"** | means the rate of pay which will be paid in accordance with clause 6.1 for each hour worked during an Assignment (to the nearest quarter hour) and paid weekly in arrears; |
| **"Agreed Deductions"** | means any deductions the Temporary Worker has agreed can be made from their pay; |
| **"Assignment"** | means the period during which the Temporary Worker is supplied by the Employment Business to provide services to the Client; |
| **"Assignment Details Form"** | means written confirmation of the assignment details to be given to the Temporary Worker upon acceptance of the Assignment; |
| **"Client"** | 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 Temporary Worker is supplied or Introduced; |
| **"Conduct Regulations"** | means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended); |
| **"Confidential Information"** | shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, 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, the Temporary Worker or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information; |
| **"Employment Business"** | Robert Giles Agencies Limited (registered company no. 2077495) of 11 Argyll Street, London, W1F 7TH ("the Employment Business"). |
| **"Engagement"** | means the engagement, employment or use of the Temporary Worker by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a limited company of which the Temporary Worker is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly; |
| **"Hourly Rate"** | means the hourly rate as detailed overleaf, that the Employment Business reasonably expects to achieve, for all hours worked by the Temporary Worker; |
| **"Leave Year"** | means the period during which the Temporary Worker accrues and may take statutory leave commencing on the date that the Temporary Worker starts an Assignment or a series of Assignments and runs until the anniversary of that date. |
| **"Period of Extended Hire"** | means any additional period that the Client wishes the Temporary Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee; |
| **"Relevant Period"** | means (a) the period of 8 weeks commencing on the day after the last day on which the Temporary Worker worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for the Client having been supplied by Employment Business provided that no account shall be taken of any supply that occurred prior to a period more than 42 days during which the Temporary Worker did not work for the Client having been supplied by the Employment Business |
| **"Temporary Worker"** | means as named in the Contract for Services detailed overleaf, and supplied by the Employment Business to provide services to the Client; |
| **"Transfer Fee"** | means the fee payable by the Client to the Employment Business if the Client wishes to Engage the Temporary Worker, as permitted by Regulation 10 of the Conduct Regulations; |
| **"Type of Work"** | means as specified overleaf |
| **"Working Time Regulations"** | means the Working Time Regulations 1998 (as amended). |

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.

## 2. THE CONTRACT

2.1. These Terms constitute the entire agreement between the Employment Business and the Temporary Worker for the supply of services to the Client and they shall govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments. These Terms shall prevail over any other terms put forward by the Temporary Worker.

2.2. During an Assignment the Temporary Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Temporary Worker is not an employee of the Employment Business although the Employment Business is required to make statutory deductions from the Temporary Worker's pay in accordance with clause 6.1. These Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker, or the Temporary Worker and the Client. The Temporary 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 Temporary 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 Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker 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) when introducing or supplying the Temporary Worker for Assignments with its Clients.

## 3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1. The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker performing the agreed Type of Work. The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.

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

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 Temporary Worker should it fail to offer Assignments of the Type of Work or any other work.

3.3. At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall provide the Temporary Worker with an Assignment Details Form (see overleaf) setting out the following:

3.3.1. the identity of the Client, 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 Temporary Worker would be required to work;

3.3.4. the Actual Rate of Pay that will be paid and any expenses payable by or to the Temporary Worker;

3.3.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client 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 Client considers necessary or which are required by law to work in the Assignment.

3.4. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:

3.4.1. the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker has previously been supplied within the previous 5 business days and such information has already been given to the Temporary Worker; or

3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Temporary Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client 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 working day period, the Employment Business shall provide such information set out in clause 3.3 to the Temporary Worker in paper or electronic form within 8 days of the start of the Assignment.

3.6. If, during the Relevant Period, the Client wishes to Engage the Temporary Worker directly or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire with the Client at the end of which the Temporary Worker may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a Transfer Fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently Engages the Temporary Worker within the Relevant Period.

## 4. TEMPORARY WORKER'S OBLIGATIONS

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

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

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

4.1.3. 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 Client;

4.1.4. not engage in any conduct detrimental to the interests of the Client;

4.1.5. 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 Client's or the Employment Business' employees, business affairs, transactions or finances;

4.1.6. on completion of the Assignment or at any time when requested by the Client or the Employment Business return to the Client or where appropriate, to the Employment Business, any Client property or items provided to the Temporary 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 Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Temporary Worker should alternatively inform the Client and then the Employment Businesses as soon as possible.

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

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

## 5. TIMESHEETS

5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

5.2. Subject to clause 5.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

5.3. Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

5.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

## 6. REMUNERATION

6.1. The Employment Business shall pay to the Temporary Worker the Hourly Rate for each hour worked during the Assignment. The Actual Rate of Pay, as noted overleaf, shall be subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions, any other deductions which the Employment Business may be required by law to make and, any Agreed Deductions.

6.2. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 below and any other statutory entitlement, the Temporary Worker is not entitled to receive payment from the Employment Business or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

6.3. Where the Temporary Worker holds a valid E101 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Temporary 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 but it shall be the responsibility of the Temporary Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Temporary 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 Temporary 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 Temporary Worker.

6.4. The Client will be responsible for reimbursement to the Temporary Worker for any expense incurred by the Temporary Worker on behalf of the Client in pursuance of the Assignment or for any Per Diem agreed between the parties as recompense for any such expenses, but only to the extent that such expenses or Per Diem have been previously agreed in writing by the Client. However, in the event of the Client insisting that the Employment Business serves as the means of making the payment of such expenses or Per Diem to the Temporary Worker on behalf of the Client, then the Employment Business shall be responsible for all reimbursement of such expenses or Per Diem but only to the extent that they have been received by the Employment Business, that the expenses or Per Diem have previously been approved by the Client and that Employment Business has received payment in full in respect of such expenses or Per Diem from the Client.

## 7. STATUTORY PAID ANNUAL LEAVE

7.1. The Temporary Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave is 5.6 weeks.

7.2. If the statutory minimum entitlement is subsequently decreased or increased then the Temporary Worker's entitlement to paid annual leave under this clause will be automatically decreased or increased to the statutory minimum as it applies to any period in which work is carried out.

7.3. Entitlement to payment for leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.

7.4. All entitlement to leave must be taken during the course of the Leave Year in which it accrues and none may be carried forward to the next year. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.

7.5. Where a Temporary Worker wishes to take paid leave during the course of 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 leave that s/he wishes to take. In certain circumstances the Employment Business may require the Temporary Worker to take paid annual leave at specific times or notify the Temporary Worker of periods when paid annual leave cannot be taken. Where the Temporary Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take. In such circumstances the Employment Business will inform the Temporary 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. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with statutory requirements.

7.7. In the course of any Assignment during the first leave year, the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

7.8. Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 7.3, that day shall count as part of the Temporary Worker's paid annual leave entitlement.

7.9. Where this contract is terminated by either party and a P45 is requested, the Temporary Worker may be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 7.3 at the date of termination.

## 8. SICKNESS ABSENCE

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

8.2. The Temporary 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 Temporary Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Temporary Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Temporary 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 Client and the Temporary 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 Temporary Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Temporary 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 Temporary Worker or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

9.2. The Temporary 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 Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Temporary Worker (save for payment for hours worked by the Temporary Worker up to the date of termination of the Assignment).

9.3. If the Temporary Worker does not inform the Client or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.2) this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9.1, unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 4.2.

9.4. If the Temporary Worker is absent during the course of 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 Temporary Worker was assigned is no longer available.

9.5. If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, the Employment Business will forward his/her P45 to his/her last known address.

## 10. INTELLECTUAL PROPERTY RIGHTS

The Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Client during the Assignment shall belong to the Client. Accordingly the Temporary 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 Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Worker agrees as follows:

11.1.1. not at any time whether during or after an Assignment (unless expressly so authorised by the Client 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 Client or the Employment Business with the exception of information already in the public domain;

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

11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client 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 Client or the Employment Business as appropriate.

## 12. 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.

## 13. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. 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.

## 14. 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.

Signed by the Temporary

Worker.....

Name..... Date.....