

**DATED**

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(1)

**[EMPLOYMENT BUSINESS]**

(2)

**(INSERT NAME)**

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**TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS**

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**WORKING TIME REGULATIONS OPT OUT – REGULATION 5 OF THE WORKING TIME REGULATIONS 1998 OR THE WORKING TIME REGULATIONS (NORTHERN IRELAND) 1998**

**Parties**

(1)

incorporated and registered in England and Wales with company number

whose registered office is at

**(Employment Business);** and

(2)

*(Name)*

*(Address)* **(Temporary Worker, you and your).**

You agree and accept the terms of the agreement set out below, which you acknowledge and confirm that you have fully read, accepted and understood. You may confirm the acceptance of this agreement by signing below, or by confirming acceptance by email or facsimile transmission. In the event that your written confirmation is not provided as set out above, you acknowledge that this agreement shall be deemed to be accepted by you in the event that you commence an Assignment.

**Signed on behalf of the Employment Business**

.....

**Date**.....

**Signed by you** .....

**Date**.....

Under regulation 4(1) of the Working Time Regulations 1998 or the Working Time Regulations (Northern Ireland) 1998 the average working time of a worker, including overtime, must not exceed 48 hours a week over a 17 week reference period unless the worker has previously agreed otherwise in writing.

You can sign below to confirm your agreement that this limit on your working hours will not apply, and that your average working time may therefore exceed 48 hours a week.

You may terminate this agreement by giving three months' written notice at any time.

**You may choose whether to sign this part of the agreement and we will not subject you to any detriment if you do not sign it or if you exercise your right to terminate your opt out.**

By signing this opt out you agree that the statutory maximum average working time of 48 hours a week shall not apply when working on a temporary basis and that average working time may therefore exceed 48 hours a week.

**Signed** .....

**PRINT NAME** .....

**Date** .....

## AGREED TERMS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to this agreement.

**Assignment:** the temporary services to be carried out by the Temporary Worker for the Client, as more particularly described in clause 3 below and in the Booking Placement Form.

**Booking Placement Form:** written confirmation of the details of a particular Assignment to be given to the Temporary Worker on acceptance of that Assignment, attached at the Schedule hereto.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England.

**Client:** the person, firm, partnership, company or Group company (as the case may be) to whom the Temporary Worker is Introduced or supplied.

**Conduct Regulations 2003:** the Conduct of Employment Agencies and Employment Business Regulations 2003.

**Conduct Regulations 2005:** the Conduct of Employment Agencies and Employment Business Regulations (Northern Ireland) 2005.

**Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client, the Employment Business or any Group company for the time being confidential to the Client, the Employment Business or any Group company and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or the Employment Business or of any Group company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) and including (but not limited to) information that the Temporary Worker creates, develops, receives or obtains in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked confidential.

**Data Protection Laws:** the General Data Protection Regulation (GDPR), and the enacted version of the Data Protection Bill 2017 together with any other laws applicable to the protection or processing of personal data in effect from time to time;

**Demand:** any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

**Engage:** the employment of a Temporary Worker or the engagement directly or indirectly through any employment business other than through the Employment Business (whether for a definite or indefinite period) of a Temporary Worker as a direct result of any Introduction or Assignment to the Client and the term **Engaged** shall be construed accordingly.

**Group:** in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.

**holding company:** has the meaning given to it in clause 1.5.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Introduce:** the provision to the Client of information by the Employment Business by way of a curriculum vitae or in such format as the Client may from time to time require which identifies the Temporary Worker and **Introduction** and **Introduced** shall be construed accordingly.

**Introduction Fee:** a fee payable by the Client to the Employment Business in the circumstances set out in clause 4.

**Rate of Pay:** the rate of pay that will be paid to the Temporary Worker. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions that the Employment Business is required to make by law and to any deductions which the Temporary Worker has specifically agreed can be made.

**Relevant Period:** shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003 or the Conduct Regulations 2005.

**Required Assignment Information:** shall have the meaning set out at clause 3.3.

**Subsidiary:** has the meaning given in clause 1.5.

**Temporary Worker:** you.

**Vulnerable Person:** shall have the meaning set out in regulation 2 of the Conduct Regulations 2003 or regulation 2 of the Conduct Regulations 2005.

**WTR 1998:** the Working Time Regulations 1998

**WTR Northern Ireland 1998:** the Working Time Regulations (Northern Ireland) 1998.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the

membership requirement contained in sections 1159(1) (b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to **writing** or **written** includes fax and email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.10 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.11 References to clauses and the Schedule are to the clauses and the Schedule of this agreement and references to paragraphs are to paragraphs of the Schedule.

1.12 A reference to the Conduct Regulations 2003 and WTR 1998 in this agreement shall apply to a Temporary Worker Engaged in England, Wales and Scotland and a reference in this agreement to the Conduct Regulations 2005 and WTR Northern Ireland 1998 shall apply to a Temporary Worker Engaged in Northern Ireland only.

1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. THE AGREEMENT

2.1 These terms set out the entire agreement between the Employment Business and the Temporary Worker for the supply of services to the Client and shall govern all Assignments undertaken by the Temporary Worker (including, for the avoidance of doubt, where the Temporary Worker undertakes an Assignment without having signed these terms). No contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2 For the avoidance of doubt, this agreement constitutes a contract for services and not a contract of employment between the Employment Business and the Temporary Worker or between the Temporary Worker and the Client.

2.3 For the purposes of the Conduct Regulations 2003 or the Conduct Regulations 2005, the Employment Business acts as an Employment Business in relation to the Introduction and supply of the Temporary Worker to the Client.

## 3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to perform in the area(s) of .....and more specifically set out in the Booking Placement Form. The Employment Business is not obliged to offer an Assignment to the Temporary Worker and 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. The Temporary Worker agrees that suitability of an Assignment shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer Assignments of the type of work specified in the Booking Placement Form or any other work.

3.3 Except as provided below, at the same time as an Assignment is offered to the Temporary Worker, the Employment Business shall provide the Temporary Worker with the following information (the **Required Assignment Information**):

3.3.1 the identity of the Client, and if applicable the nature of its business;

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

- 3.3.3 the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work;
- 3.3.4 the Rate of Pay 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 the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or a professional body for the Temporary Worker to possess in order to work in the Assignment.
- 3.4 Where the Required Assignment Information is not given in paper form or by electronic means, the Employment Business shall confirm it in writing or electronically as soon as possible and in any event no later than the end of the third Business Day following the day on which the Assignment was offered to the Temporary Worker.
- 3.5 Unless the Temporary Worker requests otherwise, clause 3.3 will not apply where the Temporary Worker is being Introduced or supplied to the Client to work in the same position as one in which the Temporary Worker has previously been supplied within the previous five Business Days and the Required Assignment Information (with the exception of the date or likely duration of the Assignment) is the same as that already given to the Temporary Worker.
- 3.6 Subject to clause 3.5 and clause 3.7, where the Assignment is intended to last for five consecutive Business Days or less and the Required Assignment Information has previously been given to the Temporary Worker and remains unchanged, the Employment Business shall provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 3.7 Where the provisions of clause 3.6 have been met but the Assignment extends beyond the intended five consecutive Business Day period, the Employment Business shall provide the remaining Required Assignment Information to the Temporary Worker in paper or electronic form within eight Business Days of the start of the Assignment or by the end of the Assignment, if sooner.
- 3.8 The Temporary Worker must provide the Employment Business with details of any assignments worked on for the same Client (other than via the Employment Business) within the last 3 months before accepting an offer of an Assignment, including duration.
- 4. INTRODUCTION FEE**
- 4.1 The Temporary Worker acknowledges that the Employment Business will be entitled to charge the Client an Introduction Fee where:
- 4.1.1 the Client Engages the Temporary Worker within the Relevant Period; or
- 4.1.2 the Client introduces the Temporary Worker to a third party (other than another employment business) which subsequently Engages the Temporary Worker within the Relevant Period
- 4.1.3 the Client wishes to engage the Temporary Worker through another employment business with the Relevant Period.
- 4.2 The Introduction Fee will not be payable in the circumstances described in clause 4.1.1 if the Client agrees to extend the period of the Assignment for a specified period at the end of which the Temporary Worker may be Engaged by the Client without further charge.
- 5. TEMPORARY WORKER'S OBLIGATIONS**
- 5.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business. If the Temporary Worker does accept an Assignment, the Temporary Worker shall:
- 5.1.1 co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- 5.1.2 observe any relevant rules and regulations of the Client's organisation (including normal hours of work) of which the Temporary Worker has been informed or of which the Temporary Worker should be reasonably aware;
- 5.1.3 co-operate with the Employment Business in the completion and renewal of all mandatory checks, including in relation to the Temporary Worker's right to work in the United Kingdom;

5.1.4 where the Assignment involves working with any Vulnerable Persons, provide the Employment Business with copies of any relevant qualifications or authorisations including an up-to-date Disclosure and Barring Service certificate and two references which are from persons who are not related to the Temporary Worker;

5.1.5 take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Client;

5.1.6 not engage in any conduct detrimental to the interests of the Employment Business or the Client;

5.1.7 comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business, including without limitation, any equal opportunities or non-harassment policies;

5.1.8 carry out the Assignment with reasonable skill and care and must, without prejudice to any other rights of the Employment Business or the Client, rectify at his own cost any defective work carried out whilst performing the Assignment.

5.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment, they should first inform the Employment Business at least one hour before their normal start time to enable alternative arrangements to be made. If this is not possible, the Temporary Worker should inform the Client and then the Employment Business as soon as possible.

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

## 6. REMUNERATION

6.1 Subject to the Temporary Worker submitting properly authorised time sheets in accordance with clause 7, the Employment Business shall pay the Rate of Pay to the

Temporary Worker. The Rate of Pay may vary but the initial rate shall be set out in the relevant Booking Placement Form for a particular Assignment. It will be at least equivalent to the appropriate national minimum wage in force at the time that the Assignment is undertaken.

6.2 The Temporary Worker agrees that the Employment Business shall be entitled to deduct from the Rate of Pay any money which the Temporary Worker may owe to the Employment Business at any time, any deductions which the Temporary Worker has agreed can be taken from the Rate of Pay and any deductions which the Employment Business may be required to make by law 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.

6.3 Subject to any applicable statutory entitlement and to clauses 8 and 10, the Temporary Worker is not entitled to receive payment from the Employment Business or the Client for time not spent working on the Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.

## 7. TIME SHEETS

7.1 At the end of each week of an Assignment (or at the end of an Assignment if it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a completed time sheet indicating the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

7.2 Subject to clause 7.3, the Employment Business shall pay the Temporary Worker for all hours worked on a weekly basis regardless of whether the Employment Business has received payment from the Client for those hours.

7.3 Where the Temporary Worker fails to submit a properly authorised time sheet, any payment due to the Temporary Worker may be delayed while the Employment Business investigates (in a timely fashion) what hours, if any, were worked by the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4 For the avoidance of doubt and for the purposes of the WTR 1998 or WTR Northern Ireland 1998, the Temporary Worker's working time shall only consist of those periods during which they are carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises (with the exception of time spent

travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes. This clause 7.4 is subject to the Employment Business' obligations to provide the Temporary Worker with the Relevant Terms and Conditions on completion of the Qualifying Period.

7.5 The Temporary Worker acknowledges and accepts that it could be a criminal offence under the Fraud Act 2006 to falsify any time sheet, for example by claiming payment for hours that were not actually worked.

## 8. ANNUAL LEAVE

8.1 Subject to clause 8.3, the Temporary Worker is entitled to the equivalent of 5.6 weeks (28 days where you work at least 5 days a week and pro-rated where you work for fewer than 5 days a week) paid holiday during each holiday year (including all bank holiday entitlements). The Employment Business' holiday year commences at the start of the Employment Business's financial year, and concludes at the end of week 52 in each financial year. The financial year week numbers are clearly displayed on the Temporary Worker's wage slip. If an Assignment starts or finishes part way through the holiday year, the Temporary Worker's holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.

8.2 The Temporary Worker's entitlement to holiday pay under this clause will be calculated in accordance with the WTR 1998 or WTR Northern Ireland 1998 and any payment for annual leave in excess of the minimum entitlement pursuant to the WTR 1998 or WTR Northern Ireland 1998 shall be calculated based on a maximum of 37.5 hours per week. All entitlement to annual leave must be taken during the course of the holiday year in which it accrues and no untaken holiday can be carried forward to the next holiday year.

8.3 The Temporary Worker should give at least the same notice as the number of days leave required of any proposed holiday dates and these must be agreed by the Employment Business in writing in advance. No more than 10 days' holiday may be taken at any one time unless prior consent is obtained from the Employment Business. The Employment Business may require the Temporary Worker to take holiday on specific days, as notified to the Temporary Worker.

8.4 Subject to clause 8.3, in the course of any Assignment during the first holiday 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 holiday year.

8.5 Save where this clause is amended by the Booking Placement Form, 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 Temporary Worker having accrued the entitlement to payment for holiday in accordance with clauses 8.1 and 8.2 (if applicable), the Temporary Worker may, upon giving the notice set out in clause 8.3, take a bank holiday or other public holiday as part of the paid holiday entitlement.

8.6 If the Temporary Worker has taken more holiday than their accrued entitlement at the end of the Assignment, the Employment Business shall be entitled to deduct the appropriate amount from any payments due to the Temporary Worker.

## 9. WORKING TIME REGULATIONS OPT OUT

The Temporary Worker may opt out of the maximum 48 hours working week, provided for under the WTR 1998 or the WTR Northern Ireland 1998 by signing the Working Time Regulations Opt Out on the cover page of this agreement.

## 10. SICKNESS ABSENCE

10.1 If the Temporary Worker is absent from work for any reason, they must notify the Employment Business of the reason for their absence as soon as possible but no later than 8.00 am on the first day of absence.

10.2 If the Temporary Worker satisfies the qualifying conditions laid down by law, they may be entitled to receive Statutory Sick Pay (**SSP**) at the prevailing rate in respect of any period of sickness or injury during the Assignment. The Temporary Worker will not be entitled to any other payments during such period.

10.3 In all cases of absence, a self-certification form, which is available from the Employment Business, must be completed on the Temporary Worker's return to work and supplied to the Employment Business. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor's certificate (a "statement of fitness for work") stating the reason for absence must be obtained at the Temporary Worker's own cost and supplied to the Employment Business. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

10.4	The Temporary Worker's qualifying day for SSP purposes during an Assignment shall be Wednesday in every week.		Confidential Information of the Client or the Employment Business; or
<b>11.</b>	<b>TERMINATION</b>		
11.1	The Employment Business, the Client or the Temporary Worker may terminate the Assignment at any time without prior notice or liability.		
11.2	The Temporary Worker acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between the Employment Business and the Client. If that agreement is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Temporary Worker, except for payment for work done up to the date of termination of the Assignment.	13.2	The restriction in clause 13.1 does not apply to:
11.3	Unless exceptional circumstances apply, the Temporary Worker's failure to inform the Client or the Employment Business of their inability to attend work as required by clause 5.2 will be treated as immediate termination of the Assignment by the Temporary Worker without notice.	13.2.1	any use or disclosure authorised by the Client or the Employment Business or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
11.4	If the Temporary Worker is absent during the course of an Assignment and the Assignment has not otherwise been terminated, the Employment Business will be entitled to terminate the Assignment in accordance with clause 11.1 if the work to which the Temporary Worker was assigned is no longer available.	13.2.2	any information which is already in, or comes into, the public domain otherwise than through the Temporary Worker's unauthorised disclosure; or
		13.2.3	the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
<b>12.</b>	<b>INTELLECTUAL PROPERTY RIGHTS</b>		
	The Temporary Worker acknowledges that all Intellectual Property Rights deriving from services carried out by the Temporary Worker 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 and Client shall from time to time require in order to give effect to the Client's rights pursuant to this clause.	13.3	At the end of each Assignment or on request the Temporary Worker agrees to deliver up to the Client or the Employment Business (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client which are in its possession, including any data produced, maintained or stored on the Client's computer systems or other electronic equipment.
<b>13.</b>	<b>CONFIDENTIALITY</b>	<b>14.</b>	<b>DATA PROTECTION</b>
13.1	In order to protect the confidentiality and trade secrets of the Employment Business and the Client, the Temporary Worker agrees not at any time:	14.1	For the purposes of Data Protection Laws, the Temporary Worker acknowledges the Employment Business shall hold, process and share personal data relating to the Temporary Worker in accordance with the privacy notice made available to the Temporary Worker.
13.1.1	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 their duties), to disclose to any person or to make use of any of the trade secrets or the	14.2	The Employment Business may update and amend the privacy notice applicable to the Temporary Worker from time to time and will inform the Temporary Worker when any changes are made.
		14.3	Where a consent is required from the Temporary Worker in



relation to any processing of any personal data relating to the Temporary Worker then this consent will be recorded by the Employment Business. The provision of the consent is usually contained in the privacy notice applicable for the Temporary Worker, but may be provided in other ways if appropriate.

## 15. WARRANTIES AND INDEMNITIES

15.1 The Temporary Worker warrants that:

15.1.1 the information supplied to the Employment Business in any application documents is correct;

15.1.2 the Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for the Temporary Worker to possess in order to perform the Assignment;

15.1.3 the Temporary Worker is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Temporary Worker's obligations under this agreement; and

15.1.4 the Temporary Worker has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.

15.2 The Temporary Worker shall indemnify and keep indemnified the Employment Business and the Client against all Demands (including legal and other professional fees and expenses) which the Employment Business or the Client may suffer, sustain, incur, pay or be put to arising from or in connection with:

15.2.1 any failure by the Temporary Worker to comply with its obligations under this agreement;

15.2.2 any negligent or fraudulent act or omission by the Temporary Worker;

15.2.3 the disclosure by the Temporary Worker of

any Confidential Information;

15.2.4 any claim brought by the Temporary Worker in connection with the Assignment asserting rights as an employee; or

15.2.5 the infringement by the Temporary Worker of the Client's or any Group Company's Intellectual Property Rights.

## 16. NO PARTNERSHIP OR AGENCY

16.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 17. ENTIRE AGREEMENT

17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

17.4 Nothing in this clause shall limit or exclude any liability for fraud.

## 18. THIRD PARTY RIGHTS

No one other than a party to this agreement their successors and permitted assignees, shall have any right to enforce any of its terms.

## 19. NOTICES

19.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing (which includes email) and shall be:

19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

19.1.2 sent by email.

19.2 Any notice or communication shall be deemed to have been received:

19.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

19.2.3 if sent by email, upon receipt.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **20. SEVERANCE**

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

20.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **21. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **22. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## Schedule

### Booking Placement Form

Set out below, is information which will be provided to the Temporary Worker on any Assignment:

Name of Client:

Name of Client Contact:

Telephone Number of Client:

Work Site Address:

Type of Work/Position:

Assignment Start Date:

Assignment Finish Date:

Hours of Work:

Rates of Pay:

*(standard, overtime, other shift premium etc)*

Any known Health and Safety risks:

Details of experience, training, qualifications or any other qualifications required:

Any other information: