

**Terms of engagement with an agency worker (contract for services)**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In these Terms the following definitions apply:

<b>“Actual Rate of Pay”</b>	means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment for each hour worked, as set out in the relevant Assignment Details Form;
<b>“Actual QP Rate of Pay”</b>	means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period, as set out in any variation to the relevant Assignment Details Form;
<b>“Agency Worker”</b>	means _____ supplied by the
<b>“Agreed Deductions”</b>	means any deductions the Agency Worker has agreed can be made from their pay;
<b>“Assignment”</b>	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
<b>“Assignment Details Form”</b>	means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
<b>“AWR”</b>	means the Agency Workers Regulations 2010
<b>“Calendar Week”</b>	means any period of 7 days starting with the same day as the first day of the First Assignment;
<b>“Conduct Regulations”</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
<b>“Confidential Information”</b>	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
<b>“Control”</b>	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
<b>“Data Protection Laws”</b>	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
<b>“Deductions”</b>	means any deductions which the Employment Business may be required by law to make and, in particular, in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
<b>“Emoluments”</b>	means any pay in addition to the Actual QP Rate of Pay;
<b>“Employment Business”</b>	Best Time Limited (registered company no. 12099244) of Chute House, Church Street, Basingstoke, RG217QT
<b>“Engagement”</b>	means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker by the Hirer or any third



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

<b>“First Assignment”</b>	means: <ul style="list-style-type: none"><li>a) the relevant Assignment; or</li><li>b) if, prior to the relevant Assignment:<ul style="list-style-type: none"><li>i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and</li><li>ii. the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);</li></ul></li></ul>
<b>“Hirer”</b>	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;
<b>“Hirer’s Group”</b>	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
<b>“Hourly Rate”</b>	means £_____ being the minimum gross rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;
<b>“Leave Year”</b>	means the period during which the Agency Worker accrues and may take statutory leave commencing on 1 <sup>st</sup> January and runs until the anniversary of that date (31 <sup>st</sup> December);
<b>“Period of Extended Hire”</b>	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
<b>“Qualifying Period”</b>	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;
<b>“Relevant Period”</b>	means the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
<b>“Temporary Work Agency”</b>	means as defined in the Schedule to these Terms;
<b>“Terms”</b>	means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;
<b>“Transfer Fee”</b>	means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;
<b>“Type of Work”</b>	means _____ and
<b>“WTR”</b>	means the Working Time Regulations 1998



- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

## **2. THE CONTRACT**

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. The contract between the parties starts on the first day of the First Assignment under these Terms however, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Employment Business will engage the Agency Worker on a contract for services on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

## **3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED**

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

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

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

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

For the purposes of the Conduct Regulations:

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

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

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

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

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

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

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

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



- 3.3.8. the details of pension entitlements and pensions schemes; and
- 3.3.9. any other benefits
- 3.4. Where the Employment Business does not give such information in paper form or by electronic means, it shall confirm the information by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following except where:
  - 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
  - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the First Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition, the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

#### **4. AGENCY WORKER'S OBLIGATIONS**

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, then during every Assignment and afterwards where appropriate, s/he will:
  - 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
  - 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
  - 4.1.3. 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 Hirer;
  - 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/or Hirer, which includes, but is not limited to, any conduct that could bring the Employment Business and/or the Hirer into disrepute, result in the loss of custom or business by either the Employment Business or the Hirer, or lead to legal liabilities for either party;
  - 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business's or the Hirer's staff;
  - 4.1.6. not disclose, directly or indirectly, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business's employees, business affairs, transactions, finances, or any other proprietary or sensitive information, during and indefinitely after the termination of any Assignment;



- 4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business's request, the Agency Worker undertakes to:
  - 4.2.1. inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
  - 4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken, and any other details requested by the Employment Business; and
  - 4.2.3. inform the Employment Business if s/he has prior to the commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
    - 4.2.3.1. completed two or more assignments with the Hirer;
    - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
    - 4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.5. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws. The Agency Worker shall undertake to participate in regular data protection training as provided by the Employment Business and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.
- 4.6. The Agency Worker acknowledges that any breach of his/her obligations set out in these Terms may cause the Employment Business to suffer loss. The Employment Business reserves the right to recover such losses from the Agency Worker, including initiating legal proceedings, and may also terminate any current or future Assignments with the Agency Worker without notice.
- 4.7. Subject to clause 5.3, the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 4.8. Where the Agency Worker does not submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business will not pay the Agency Worker for hours not worked.
- 4.9. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.
- 4.10. The Agency Worker agrees to immediately report any circumstances or conditions during the Assignment that might constitute a breach of these Terms or pose a legal risk to the Employment Business or the Hirer. Failure to report such conditions may result in disciplinary action, up to and including immediate termination of the Assignment and legal action

## 5. TIMESHIT

- 5.1. At the end of each week of an Assignment (or upon completion of the Assignment if it is for a period of 1 week or less or is completed before the end of a week), the Agency Worker must submit to the Employment Business a timesheet accurately completed to indicate the number of hours worked during the preceding week (or such lesser period). The timesheet must be validated and signed by an authorised representative of the Hirer, confirming the accuracy of the reported hours.
- 5.2. Subject to clause 5.3, the Employment Business shall pay the Agency Worker for all hours worked as documented by duly authenticated timesheets, regardless of whether the Employment Business has received payment from the Hirer for those hours. Payment is conditional upon receipt of a valid timesheet as described in clause 5.1.
- 5.3. Where the Agency Worker fails to submit a properly authenticated timesheet, or if the Hirer refuses to sign the timesheet, the Employment Business will investigate the discrepancy within 5 business days. During this period, payment to the Agency Worker for the disputed hours may be withheld pending verification. The Agency Worker will be notified of the investigation's outcome and any necessary adjustments to payment will be made promptly.
- 5.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.
- 5.5. The Agency Worker agrees to cooperate fully with the Employment Business and the Hirer in the resolution of any disputes related to timesheet authentication. Failure to comply with timesheet submission or correction requests may result in delayed payments and could impact future assignment opportunities.

## **6. PAY AND DEDUCTIONS**

- 6.1. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 6.3. The Hourly Rate, Actual Rate of Pay or Actual QP Rate of Pay, as applicable, will be paid weekly in arrears. All payments are subject to any statutory or Agreed Deductions, together with any agreed Emoluments. The Employment Business reserves the right to withhold payment for any hours disputed by the Hirer until such disputes are resolved.
- 6.4. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.5. Subject to compliance with Regulation 12 of the Conduct Regulations, the Employment Business reserves the right to deduct from the Agency Worker's pay any sums owed, including, but not limited to, overpayments, advances, loans, or any losses directly attributable to the Agency Worker's negligence or breach of rules set by the Employment Business or the Hirer. Detailed documentation of such deductions will be provided to the Agency Worker.
- 6.6. If the Employment Business provides any equipment or clothing to the Agency Worker for use during an Assignment, the Agency Worker is required to maintain these items in good condition and return them upon termination of the terms or within 3 days of a request. Failure to return the equipment or clothing in good condition, considering normal wear and tear, will result in a deduction from the Agency Worker's final payment to cover replacement costs. This deduction will be itemized and communicated to the Agency Worker in writing.
- 6.7. In the event of a disagreement over deductions made under this section, the Agency Worker may submit a written dispute within 10 business days following the deduction. The Employment Business will review the dispute and provide a written resolution within 10 business days of receipt of the dispute.

## **7. ANNUAL LEAVE**

- 7.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks. The Agency Worker's entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by him/her on Assignment during the Leave Year.



- 7.2. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 7.3. The Agency Worker must take all annual leave during the Leave Year in which it accrues. Any exceptions allowing carryover of annual leave must be explicitly agreed upon in writing in the Assignment Details Form or any variation to the relevant Assignment Details Form, and such carryover must be justified by operational requirements or other exceptional circumstances as determined by the Employment Business.
- 7.4. If the Agency Worker wishes to take paid annual leave during an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of annual leave that s/he wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 7.5. Subject to clause 7.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment.
- 7.6. The Employment Business reserves the right to review and adjust the policy on paid annual leave as necessary to ensure compliance with current legislation and operational efficiency. Any such adjustments will be communicated to the Agency Worker in writing and will not affect the accrued rights to paid leave.
- 7.7. Subject to clause 7.3, during any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.
- 7.8. If a public holiday falls on a day when the Agency Worker would otherwise have worked, the Employment Business may require the Agency Worker to work on another day as a substitute. Such substitution shall be communicated to the Agency Worker as early as possible and shall be considered as an adjustment to the working schedule rather than an infringement of leave entitlements.
- 7.9. Where these Terms are terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker. If, following such deduction the Agency Worker owes further monies in respect of pay received for annual leave taken but not accrued at the time of Termination, the Agency Worker will repay such monies within 14 days of termination of these Terms.

## **8. SICKNESS ABSENCE**

- 8.1. The Agency Worker may be eligible for statutory sick pay (SSP) provided that s/he meets the relevant statutory criteria.
- 8.2. The Agency Worker must provide the Employment Business with evidence of incapacity to work within 48 hours of the first day of incapacity. This evidence may be in the form of a self-certificate for the first 7 days and must be followed by a doctor's certificate for any subsequent days. Failure to provide timely evidence may result in suspension of sick pay until such evidence is received.
- 8.3. For the purposes of SSP, there is one qualifying day per week during the course of an Assignment. The standard qualifying day is Wednesday each week; however, the Employment Business reserves the right to designate an alternative qualifying day specific to the Assignment, which shall be communicated to the Agency Worker at the start of the Assignment.
- 8.4. Upon receipt of a statement of fitness for work ('the Statement') or similar medical evidence suggesting that the Agency Worker may be fit to work under specific conditions, the Employment Business will assess the feasibility of accommodating these conditions within the current or a new Assignment. This assessment will take into account the operational capabilities and the specific requirements of the Assignment, and the Agency Worker will be consulted as part of this process to ensure all factors are considered.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.



- 8.6. The Employment Business retains the right to request an independent medical examination at its expense to verify the Agency Worker's fitness for work if the Agency Worker's sickness absence extends beyond 14 days or if there are frequent recurring short-term absences that the Employment Business reasonably believes may be affecting the Agency Worker's ability to perform their duties effectively.

## **9. TERMINATION**

- 9.1. Any of the Employment Business, the Agency Worker, or the Hirer may terminate the Agency Worker's Assignment at any time. However, to ensure fairness and allow for reasonable adjustments, a notice period of [specify notice period, e.g., 24 hours] is encouraged whenever feasible, unless immediate termination is justified by serious misconduct or operational exigencies.
- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. If the contract between the Employment Business and the Hirer is terminated, the Assignment will also end immediately. The Agency Worker will be notified as soon as practicable by the Employment Business and will be compensated for all hours worked up to the termination date, in addition to any accrued benefits entitled up to that point.
- 9.3. Failure of the Agency Worker to notify the Hirer or the Employment Business of their inability to attend work, as stipulated in clause 4.3, will result in a review of the circumstances surrounding the absence. If no justifiable reason is provided, or if there is a pattern of non-notification, it may be considered grounds for termination of the Assignment.
- 9.4. If the Agency Worker is absent during an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above, the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. Should the Agency Worker fail to communicate their availability for work to the Employment Business for a continuous period of 6 weeks, the Employment Business may consider this as an indication of the Agency Worker's intent to terminate the contract. Before such termination is enacted, the Employment Business will attempt to contact the Agency Worker at their last known contact details to confirm their status. If no response is received within [specify period, e.g., 7 days], the contract may be terminated, and the P45 will be issued accordingly.

## **10. INTELLECTUAL PROPERTY RIGHTS**

The Agency Worker hereby acknowledges that any and all copyrights, trademarks, patents, and other intellectual property rights created, designed, or otherwise originating from services performed by the Agency Worker for the Hirer during the course of the Assignment will automatically be the exclusive property of the Hirer. To facilitate the effective transfer of these rights, the Agency Worker agrees to promptly execute all documents and perform all acts that the Employment Business or the Hirer may reasonably require from time to time. These actions are necessary to confirm, perfect, and enforce the Hirer's comprehensive ownership of all such intellectual property rights as stipulated in this clause.

## **11. CONFIDENTIALITY**

- 11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business, and without prejudice to every other duty to maintain the confidentiality of all information obtained in confidence, the Agency Worker agrees to the following stipulations:
- 11.2. The Agency Worker shall not at any time, whether during or after an Assignment, disclose to any person or make use of any trade secrets or confidential information belonging to the Hirer or the Employment Business, except as expressly authorized by the Hirer or the Employment Business for the proper performance of the Agency Worker's duties. This obligation excludes information that is already lawfully in the public domain or becomes so through no fault of the Agency Worker.
- 11.3. At the termination of each Assignment, or whenever requested by the Hirer or the Employment Business, the Agency Worker must immediately return all documents and materials (and any copies) belonging to the Hirer or the Employment Business that are in the Agency Worker's possession, including those created or generated during the Assignment.
- 11.4. The Agency Worker is prohibited from making any copies, abstracts, summaries, or précis of any documents or materials belonging to the Hirer, except as required within the scope of their duties during an Assignment. Any copies, abstracts, summaries, or précis created under such circumstances shall be considered the property of the Hirer or the Employment Business, as appropriate, and must be handled according to the terms of confidentiality agreed upon in this clause.

## **12. DATA PROTECTION**

- 12.1 Compliance with Data Protection Legislation: The Agency Worker acknowledges that in order to fulfil its contractual obligations under these Terms and to comply with its legal obligations, the Employment Business must collect, use,





and otherwise process personal data pertaining to the Agency Worker. All personal data processing activities conducted by the Employment Business will be in strict accordance with the General Data Protection Regulation (GDPR), the Data Protection Act 2018, and any other applicable data protection laws.

- 12.2 **Purposes of Processing:** The personal data collected from the Agency Worker will primarily be used for the purposes of personnel management, administrative operations, and payroll processing. Additionally, personal data may be processed for compliance with legal obligations, the performance of the employment contract, and other legitimate business purposes as stipulated by the Employment Business.
- 12.3 **Categories of Personal Data:** The types of personal data processed may include, but are not limited to, the Agency Worker's name, contact information, date of birth, National Insurance number, payroll and bank account details, health information for adjustments and benefits, and other employment-related data.
- 12.4 **Data Retention:** Personal data will be retained for as long as necessary to fulfil the purposes outlined in these Terms and in accordance with the Employment Business's data retention policy. This period will also take into consideration the requirements to retain information for tax, legal, and any other regulatory reasons.
- 12.5 **Data Sharing:** Personal data may be shared with third-party service providers and partners of the Employment Business, including payroll processors, HR systems providers, and legal advisors, under strict conditions of confidentiality and security. Where necessary, appropriate data processing agreements will be in place to protect the integrity and confidentiality of the data.
- 12.6 **Rights of the Data Subject:** The Agency Worker has specific rights under data protection laws, including the right to access their personal data, request correction or deletion of their data, restrict processing, object to processing, and the right to data portability. To exercise these rights, the Agency Worker should submit a request in writing to the Employment Business's designated Data Protection Officer.
- 12.7 **Data Protection Officer (DPO):** The Employment Business has appointed a Data Protection Officer to oversee compliance with data protection laws and to act as a point of contact for data protection inquiries. The DPO can be contacted at [DPO's contact details].
- 12.8 **Complaints:** If the Agency Worker has concerns about the Employment Business's handling of their personal data, they have the right to lodge a complaint with the Information Commissioner's Office (ICO), the UK's supervisory authority for data protection issues.

### **13. SEVERABILITY**

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

### **14. NOTICES**

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

### **15. RIGHTS OF THIRD PARTIES**

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

### **16. 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

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Signed by the Agency Worker

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[print name here]

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Date