

## Our obligations to you

### 1. Whilst your details are registered on our database:

- (a) we may from time to time and at our sole discretion search for work opportunities for you, usually within the Work Types, and if we consider any opportunity may be suitable we may inform you of any terms proposed.
  - (b) we may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed.
  - (c) on or before the time of your acceptance of a Proposal you must inform us whether you have previously worked in any capacity for the Client or End User named in the Proposal at any time after 30th September 2011, and if you have so worked, provide us with the following information:  
Name of Client and location for whom you worked; Start and End date of placement; Role undertaken during those dates; Reason why the placement ended.
2. If you do not wish us to provide your information to any particular Client it is important that you inform us in writing, providing us with sufficient detail so that we can recognise all of the persons or organisations you wish to exclude, and we cannot accept any liability if we provide your information to any Client other than one you have specifically excluded.
3. You acknowledge that this agreement between you and us is for work finding services only and you are not our employee nor are you engaged by us for any purpose. Should we locate temporary work for you, the terms that shall apply will be our default terms, or the terms of our standard agreement with personal service companies ("PSC") where you wish to operate through a PSC, or our standard agreement with Umbrellas should you wish to operate through an Umbrella company and in this case you shall agree the terms in the Terms of Agreement set out in Schedule 1.

### Your agreement

4. In consideration of registration of your details on our database, whilst you are so registered, you agree
- (a) to provide us with a full and accurate curriculum vitae if you have not already done so, and, if we request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you.
  - (b) to provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role or other matters relating to your ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions, as well as payment method and anything else the Client may reasonably require).
  - (c) to our verification of, retention and use of all information and documents we obtain, either from you or from any other party relating to you, for the purpose of our statutory obligations and for locating work for you, including the provision of such information and documentation to a Client, and relevant use by the Client, but you may withdraw your consent by notice in writing to us at any time and thereafter we shall only provide such information and documents where required by law.
  - (d) that clause 4(c) shall apply to information received by us both before and after commencement of any engagement we arrange and you warrant that all information you provide hereunder shall be full and accurate in all material respects.
  - (e) to notify us immediately of any change in any of the information (without limitation) you have provided to us at any time.
  - (f) upon request, to provide us with names of suitable referees that are not Relatives as defined in the Regulations.
  - (g) at all times to act in good faith towards us, and advise us if you wish your registration on our database to be

removed.

## General

5. It is further agreed that:

- (a) whilst we shall at all times act in good faith, we may remove your details from our database at any time.
- (b) we have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law.
- (c) we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you.
- (d) you recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavor to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy.
- (e) you recognise that any temporary work we locate that may be suitable for you is subject to you entering into a further agreement whether directly with us as a PAYE Employee, via an audited and approved third party Umbrella Company from our list of approved suppliers (ASL), or through your PSC. We accept no liability if a third party with whom we contract decides not to engage you for any reason. We reserve the right to request and receive pay slips, p45's, p60's, year-end accounts and/or real time information (RTI) reports from your chosen payment vehicle in order to ensure compliance with ITEPA legislation and Client requirements. Failure to comply with this request will result in a breach of our terms and conditions and may lead to termination of our agreement with you.
- (f) you recognise that some Clients may not allow certain payment methods and may require information regarding your chosen payment method before, during or after your assignment in order to meet their requirements, and you give us your permission to share this information with them.
- (g) it is agreed that in the event that suitable work is found for you:
  - (i) we shall make payment to you, or to a nominated and agreed third party umbrella or PSC ("Third Party") with whom we have entered a separate agreement, regardless of whether we have received payment from our client for any work performed.
  - (ii) if you are paid via an Umbrella company (which must be from our ASL) - for the purpose of clarity, you will be under the supervision, direction or control of the Client and therefore PAYE must be applied to the full gross amount of funds received by the Umbrella.
  - (iii) if you are paid via an Umbrella company you understand that you are responsible for the payment of tax and national insurance contributions on all income earned and you irrevocably indemnify us from any and all sums/losses/shortfalls/costs/fines/penalties arising from any underpayment of tax and national insurance contributions.
  - (iv) we reserve the right to change the Umbrella ASL and add/remove Umbrella companies without prior notification. We cannot engage with any Umbrella company with whom we do not hold a valid contract.
  - (v) you will notify us in writing immediately if you, your PSC or an Umbrella company you use become subject to a HMRC investigation or compliance activity including but not limited to any of ITEPA, the NICs legislation or VAT legislation;
  - (vi) if you are paid via your PSC and working within the Public Sector, unless otherwise confirmed by the Public Sector client in writing to us, you will be treated as inside of IR35 and we will deduct all relevant tax and national insurances from the gross invoiced amount and pay a net of tax (PAYE equivalent) sum to your PSC.
  - (vii) if you are a paid via your PSC and working within the Private sector you may be treated as inside of IR35. We

will pay your PSC the gross invoiced amount and you will be responsible for paying all appropriate tax and national insurances, furthermore you irrevocably indemnify us from any and all sums/losses/shortfalls /costs/fines/penalties arising from the misappropriation of tax and national insurance contributions.

- (viii) the length of notice to be given by you or us to terminate any work found by us for you shall be stipulated in an assignment confirmation, either agreed between you and us or agreed between us and a Third Party.
- (ix) the rate of remuneration payable for any work performed by you, and the frequency in which payment shall be made shall be confirmed in an assignment confirmation, either agreed between you and us or agreed between us and a Third Party.
- (x) details of any annual leave entitlement relating to such work shall be stipulated in a separate agreement between you and us or in an agreement between you and a Third Party.
- (h) we shall not be liable for any loss or damages if work found for you is not suitable, for any action tort or breach of contract by a Client or any third party with whom you or we contract, for any failure by us to provide any information or service, save to the extent strictly required by law or arising out of any representation made by a Client or any third party with whom you or we contract to you, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Client to us.
- (i) without prejudice to clause 5(g) our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law.
- (j) no provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable.
- (k) each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto a void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force.
- (l) clauses intended to have effect following termination shall survive termination.
- (m) this agreement will continue until terminated on one week's written notice by one party to the other.
- (n) this agreement supersedes any previous agreement relating to our services, and you have not relied on any representation made by us that is not set out in this agreement, and this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer.
- (o) we may assign our rights and obligations under this agreement but you may not do so without our prior written consent.
- (p) the Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

## Definitions and meanings

**Client:** a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in engaging you, or does engage you, or who may wish to utilise your services in any way.

**Regulations:** The Conduct of Employment Agencies and Employment Businesses Regulations 2003, ITEPA.

## Agreement

In consideration of the mutual obligations set out in this agreement you accept and agree these terms, which for the avoidance of doubt includes the terms set out in Schedule 1, which you acknowledge you have fully read and

understood. Note: You may confirm your acceptance by signing below, or by confirming your acceptance orally, by email or by fax. Should you request us to seek work for you at any time after you have received these terms, your request shall be deemed to be your acceptance of these terms.

These Terms of Agreement are made the \_\_/\_\_/\_\_\_\_ (DD/MM/YYYY) between us and you.

#### **WHEREAS**

- A. Pursuant to an agreement (the "Master Agreement") made between us and (*insert name of your limited company or the umbrella company you wish to work with*) Limited (the "Supplier").
- B. the Supplier has agreed to provide services (the "Services") to third parties (the "Client" or "End User").
- C. In consideration of the Supplier entering into the Master Agreement and of the agreement between the Supplier and you and by virtue of the fact that you will be utilised by the Supplier in the course of the Supplier providing the Services, you agree to enter into this Deed with us.

#### **Definitions:**

**Specified Services:** the work requirements set out in a Proposal as provided by us to the Supplier to be provided by you.

**Proposal:** an offer of temporary work setting out the identity of the specific Client, the representative to be allocated by the Supplier, location, assignment term, hours of work and any other special terms

**Client:** a client of ours including any third party with whom we have a relationship of any kind as a client, or a potential client, who may be interested in engaging you or does engage you, or who may wish to utilise your services in any way including, for each Assignment such third party who is specified to be the Client in a Proposal

**Assignment:** the arrangement for the Supplier to provide your services to a Client on the terms set out in the relevant Proposal accepted by the Supplier

**End User:** any third party for whom, or at whose premises, the Specified Services are performed as directed by a Client

#### **The parties hereby agree as follows:**

##### **1. You warrant that;**

- (a) you are qualified and suited as a representative of the Supplier in performance of the Specified Services.
- (b) you are aware of the terms of the Proposal, or shall ensure that you become aware of the terms of the Proposal before commencing the Specified Services, and shall, to the extent work is undertaken by you for the Supplier, perform such work promptly, efficiently and professionally and in good faith on the Supplier's behalf for the Client or End User with regard to the relevant terms of that Proposal and the Specified Services requirements.

##### **2. You shall;**

- (a) be subject to the direction, supervision and control of the Client or End User to the extent necessary for the proper provision of the Specified Services and comply with such rules and regulations of the Client or End User as are relevant to external contractors.
- (b) keep written records of time worked and requested by the Client and have such records signed by a person authorised by the Client and submit such records to the Supplier.
- (c) you will submit a Client signed and approved timesheet to us weekly, Monday 12pm at the latest. Timesheets submitted after this time (the cut off) may not be processed in time for the current week's payment cycle.
- (d) timesheets must be submitted to us at a date no later than 4 weeks from the week worked, failure to do so may result in us or the client cancelling the timesheet(s) and the funds declared for the weeks in question deemed unpayable.

- (e) not do anything that may damage our reputation or that of the Client or cause our agreement with the Client to be terminated.
- (f) not during an Assignment or thereafter for a period equivalent to the period of supply under the Master Agreement or, where there has been more than one Assignment within the last two years, for the total period of all Assignments within the last two years with the relevant Client (but not being less than 3 months nor more than 12 months) either directly or indirectly (whether under a contract of services or a contract for services or through any third party) provide similar services to the Client or End User except by contract through us other than with our prior written approval. For the avoidance of doubt – should you work at a client where we have previously placed you (within the timescale above) through another Agency/Employment business we reserve the right to obtain compensation from you for loss of income compensation, for a period of up to 13 weeks from the commencement of your assignment with the other Agency/Employment Business.
- (g) not divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs business or methods of us or the Client or End User or information received from us or the Client or End User except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed.
- (h) not discuss with the Client or End User the terms of this agreement, an Assignment or the Supplier's engagement with us other than strictly as required for the proper objectives of the Specified Services.
- (i) not import any software onto the systems of the Client or End User without the prior written consent of the Client or End User or use any facilities provided to it by the Client or End User for any purpose other than is authorised by the Client or End User.
- (j) not use any facilities provided to you by the Client or End User for any purpose other than is authorised by the Client or End User.
- (k) not in relation to the relevant Client or End User during an Assignment or for 6 months thereafter act or do any act capable of being in competition with us and you acknowledge that you agree this clause as a result of the provision by us or the Client of confidential information to you.
- (l) not, either during an Assignment or for 12 months thereafter directly or indirectly solicit or entice away from us any of our officers, agents or employees that have been involved in any matter relating to this agreement or an Assignment without our written consent.
- (m) not do anything that may be construed or perceived by us as bribery, whether intended for our or your own benefit; bribery is a serious offence and, without prejudice to any other remedy available to us, breach of this provision shall entitle us to terminate any Assignment and the Master Agreement immediately without notice.
- (n) inform us immediately if you are not provided with access to suitable facilities and amenities on a Client or End User site to which you feel you should have access.
- (o) inform us immediately if;
  - (i) you feel that you are being treated unfairly, or
  - (ii) for any reason you consider that the Supplier is not meeting its statutory obligations towards you.

### 3. You agree that:

- (a) upon termination of an Assignment you shall deliver up to the Client or End User all materials of the Client or End User in its possession.
- (b) the benefit of any work undertaken by you for the Supplier under the Master Agreement including any copyright

or intellectual rights of any kind in such work shall respectively be and remain the property of the Client or End User and you will sign all documents required for verification of such rights as belonging to the Client or End User.

4. Us and you hereby agree and declare that this Agreement has been executed to give us covenants which support those given by the Supplier to us and that nothing herein shall create or be deemed to create any employment or subcontractor relationship and you are and remain an employee or sub-contractor of the Supplier.

5. This Agreement is governed by English Law and shall be subject to the jurisdiction of the English Courts.