**Contract for Services - PAYE (rolled up holiday)**

**BETWEEN**

**(A) Robert Walters Operations Limited and hereinafter called “the Employment Business"**

**(B) As set out in the Assignment Schedule and hereinafter called “the Temporary Worker”**

**each a “Party” and together “the Parties”**

**Preamble**

This Agreement is known as a Contract for Services and governs the relationship between the Parties. For the avoidance of doubt, this is not an employment contract and nothing in this Agreement will be held to constitute an employment relationship between the Parties. Further, at no time shall the Temporary Worker be held to be an employee of the Client.

The Temporary Worker will be entitled to paid holiday, inclusive of public/bank holidays, as set out in the Assignment Schedule. The Employment Business will facilitate payment for this through the increase of the Temporary Worker’s base rate by the relevant percentage so that the Temporary Worker’s hourly or daily rate already includes their holiday payment in a rolled up amount. When the Temporary Worker takes time off work they will not be entitled to any additional payment as they will have already received their accrued holiday pay. For more information on this please refer to clause 5 of this Agreement.

This Agreement and all Assignments are subject to satisfactory references and pre-screening results in line with the Client’s and/or Employment Business’ policy from time to time in place. The Temporary Worker hereby consents to criminal record checks, including Disclosure Scotland, should this be required. The Temporary Worker acknowledges that each Assignment and each Client may have different reference and pre-screening requirements. References and pre-screening results may need to be updated from time to time. This Agreement (and any Assignment if already commenced) may be terminated with immediate effect and without liability should the references and/or pre- screening be unsatisfactory.

As almost all of the Employment Business’ Clients operate from a professional office environment there will be no particular health and safety risks involved in any of the roles for which the Temporary Worker may be introduced. If the Employment Business becomes aware of any such risks the Temporary Worker will be advised as soon as possible.

**1. Definitions**

1.1. In this Agreement the following definitions apply:

“*Agreement*” means these terms and conditions and the attached Assignment Schedule and any updated/revised Assignment Schedule issued to the Temporary Worker;

 "*Assignment*" means the period during which the Temporary Worker is engaged in a temporary role by the Employment Business under a contract for services to render services to the Client;

 “*Assignment Schedule*” means the document that specifies the work to be performed by the Temporary Worker for the Client and any special conditions applying (i.e. rates, notice periods, expenses, anticipated end date) as may be updated by the Employment Business from time to time and which should be read in conjunction with the main body of the Agreement/these terms and conditions;

 “*Best Industry Practice*” means the exercise of the skill, diligence, prudence, foresight and judgement which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying the best standards currently generally applied in the industry;

 “*Client*” means the person, firm or corporate body (together with any related holdings, subsidiary or associated company as defined in the Companies Act 2006) requiring the services of the Temporary Worker and as set out in the Assignment Schedule;

 “*Conduct Regulations*” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

 “*Confidential Information*” means any information concerning (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) (including but not limited to) the Employment Business’ and Client’s business affairs, products, payment rates, strategies, trade secrets, transactions or finances, employees or any internal matter that the Temporary Worker may become aware of for the time being confidential to the Employment Business or Client or that the Temporary Worker ought reasonably to understand to be confidential in nature including, without limitation, technical data and know-how relating to the business of the Employment Business or Client or any of their business contacts. Provisions relating to Confidential Information will extend to any group company of the Employment Business and Client;

 “*Intellectual Property*” means any and all present and future copyrights, registered designs, patents, trademarks, service marks, design rights (whether registered or unregistered), rights to extract or re-utilise data, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world;

*“Pre-Contractual Statement”* means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the Temporary Worker’s engagement under this Agreement which is not expressly set out in this Agreement or any documents referred to in it;

“*Relevant Period*” means whichever of the following periods ends later:

 (a) the period of eight weeks commencing on the day after the day on which the Temporary Worker last worked for the Client pursuant to the Assignment; or

 (b) the period of fourteen weeks commencing on the first day on which the Temporary Worker first commenced the Assignment with the Client

In determining the first day of an Assignment for the purposes of (b) above, no account shall be taken of any services provided by the Temporary Worker prior to a period more than 42 days during which the Temporary Worker did not work for the Client pursuant to a contract for services with the Employment Business;

 “*Temporary Worker*” is the individual supplied to the Client by the Employment Business on a PAYE basis under a contract for services, to carry out the Assignment and as set out in the Assignment Schedule.

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. The headings contained in these provisions are for convenience only and do not affect their interpretation.

**2. The Contract**

2.1. These terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. No contract (nor any term of this Agreement) shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2. For the avoidance of doubt, this Agreement shall not give rise to a contract of employment between the Employment Business and the Temporary Worker nor the Client and the Temporary Worker. The Temporary Worker is engaged as a PAYE worker, although the Employment Business is required to make statutory deductions from the Temporary Worker’s remuneration in accordance with clause 4.1.

2.3 No variation or alteration to these provisions shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing.

**3. Assignments**

3.1 For the purposes of the Conduct Regulations, the Employment Business shall operate as an employment business in relation to the Temporary Worker (except where any permanent placement results from an introduction to the Client, in which case the Employment Business shall act as an employment agency). The Employment Business is prohibited by the Employment Agencies Act 1973 from charging the Temporary Worker a fee for introducing the Temporary Worker to the Client.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods, even during an Assignment, when no suitable work is available or the Client does not require any services to be provided or the services cannot feasibly be provided and agrees: (a) that the suitability of the work to be offered shall be determined solely by the Employment Business; (b) that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work or an Assignment; and (c) that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker: (a) of the identity of the Client, and if applicable the nature of their business; (b) the date the work is to commence and the duration or likely duration of the work; (c) the type of work, location and hours during which the Temporary Worker would be required to work; (d) the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and (e) 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. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

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

3.4.1 the Temporary Worker is being offered an Assignment to perform services of the same nature as those which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker; or

3.4.2 subject to clause 3.4.3, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Temporary Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.

3.4.3 Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive working day period, the Employment Business shall provide such information set out in clause 3.3 to the Temporary Worker in paper or electronic form within 8 days of the start of the Assignment.

3.5 For the purposes of this Agreement, the Temporary Worker warrants:

3.5.1 The correctness of the information supplied to the Employment Business in any application documents;

3.5.2 That s/he 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;

3.5.3 That s/he is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client of either of them) or any other reason, from fulfilling in full his/her obligations under this Agreement;

3.5.4 That s/he has valid and subsisting leave to enter and remain in the United Kingdom for the duration of the Assignment and this Agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the Assignment;

3.5.5 That s/he is free and willing to undertake the Assignment for the Client;

3.5.6 That if either before or during the course of an Assignment, the Temporary 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 and co-operate fully with any further enquiries the Employment Business may make;

3.5.7 That he/she is not entitled to employment rights such as those normally afforded to an employee, including but not limited to, unfair or constructive dismissal, redundancy payments, pension, discretionary bonuses and other related benefits;

3.5.8 That he/she will not sub-contract to any third party any of the services which he/she is required to perform under any Assignment.

3.6 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations 1998 shall be the date on which the Temporary Worker commences the first Assignment.

3.7 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ or engage the Temporary Worker directly or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be employed or engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

**4. Remuneration**

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at an hourly or daily rate specified in the Assignment Schedule. The actual rate will be notified on a per Assignment basis, for each hour/day worked during an Assignment (to the nearest quarter hour in the case of hourly paid Temporary Workers).

4.2 The Temporary Worker shall be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make. The Employment Business shall make such deductions of tax and National Insurance contributions as may from time to time be required by law in respect of any payment or benefit provided to the Temporary Worker in respect of any Assignment. Payment will be subject to submission and receipt of a properly authorised timesheet in accordance with clause 7.

4.3 Subject to any statutory entitlement under the relevant legislation and without prejudice to any entitlement to paid annual leave in accordance with clause 5, the Temporary Worker is not entitled to receive payment from the Employment Business or Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason (including where there has been no suitable work to provide) unless otherwise agreed.

4.4 The Employment Business shall be entitled to deduct from payments due to the Temporary Worker any money which the Temporary Worker may owe to the Employment Business or Client at any time including, but not limited to, and without prejudice to Clauses 8.2.3 and 11.5.5, a deduction to reflect a prior overpayment to the Temporary Worker (whether accidental or due to the submission of a fraudulent timesheet).

4.5 The Employment Business shall pay the Temporary Worker for work done by them during an assignment, whether or not the Client pays the Employment Business for that work.

**5. Holiday Entitlement**

5.1 For the purposes of calculating entitlement to annual leave, the leave year commences on the date that the Temporary Worker starts an Assignment or a series of Assignments. For the purposes of taking leave, the leave year is the calendar year.

5.2 The Temporary Worker is entitled to paid holiday entitlement set out in the Assignment Schedule per leave year which will accrue on a monthly pro-rated basis. This includes the usual bank/public holidays in England and Wales. The Temporary Worker will be paid his/her normal basic renumeration during such holiday, provided the Temporary Worker has accrued sufficient holiday pay. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.

5.3 Where a Temporary Worker wishes to take leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. Holiday dates must be agreed in advance by the Client. The Employment Business and/or the Client may require the Temporary Worker to take leave on particular dates, for example during an office shutdown or furlough, including during any notice period.

5.4 The Employment Business can require the Temporary Worker to take his/her holiday at certain specified times on giving reasonable notice of those holiday dates. The prescribed notice periods set out in the Working Time Regulations 1998 shall not apply. It is the policy of the Employment Business that all Temporary Worker’s take their full annual holiday entitlement.

5.5 Where a bank holiday or other public holiday falls during an Assignment and the Temporary Worker normally works on that day, the public/bank holiday shall count as part of the Temporary Worker’s paid annual leave entitlement.

5.6 Unless the Temporary Worker advises the Employment Business otherwise, the Employment Business shall assume that when the Temporary Worker is on Assignment that all working days when the Temporary Worker does not work have been taken as holiday.

5.7 The Temporary Worker must take their full annual holiday entitlement. The Employment Business shall not pay the Temporary Worker in lieu of accrued but untaken holiday entitlement except on termination of an Assignment.

5.8 The Employment Business will facilitate payment for leave through the increase of the Temporary Worker’s base rate by the relevant percentage so that the Temporary Worker’s hourly or daily rate already includes their holiday payment in a rolled up amount. When the Temporary Worker takes holiday leave they will not be entitled to any additional payment as the Temporary Worker will have already received their accrued holiday pay.

5.9 The Temporary Worker may prefer to be paid his/her holiday at the time that he/she takes the holiday, i.e. on an accrued basis. If the Temporary Worker would like to be paid on an accrued basis the Temporary Worker should contact the Employment Business to discuss and make the necessary arrangements. The Employment Business shall use its reasonable endeavours to accommodate the Temporary Worker’s preference. If the Temporary Worker is paid holiday pay on an accrued basis the element of holiday pay in the Temporary Worker’s gross remuneration would be deducted from the Temporary Worker’s hourly or daily rate as the Temporary Worker would receive this money at the time that he/she takes a holiday.

5.10 The Employment Business can require the Temporary Worker to take his/her holiday at certain specified times on giving reasonable notice of those holiday dates. The prescribed notice periods set out in the Working Time Regulations 1998 shall not apply. It is the policy of the Employment Business that all Temporary Worker’s take their full annual holiday entitlement.

**6. Sickness Absence**

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

**7. Timesheets**

7.1 Unless otherwise indicated/requested, at the end of each week of an Assignment (or at the end of the Assignment where 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 timesheet duly completed to indicate the number of hours/days worked during the preceding week (or such lesser period) authorised/approved by a representative of the Client. Timesheets shall be submitted through such electronic system or other format as the Employment Business may notify from time to time. Payment for timesheets that are not submitted in accordance with this clause 7.1 may be delayed. A properly completed timesheet, authorised by the Client and submitted to the Employment Business in accordance with any time frame that may be notified to the Temporary Worker from time to time will be paid within 7 days, or such other time frame as may be notified by the Employment Business.

7.2 Where the Temporary Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to authorise a timesheet in respect of those hours. Without prejudice to the Temporary Worker’s right to be paid for any and all hours of work done, the Employment Business reserves the right to take necessary lawful steps to recover from the Temporary Worker as a debt any sums paid but should not have been paid due to incorrectly or fraudulently submitted timesheets which have inflated the hours of work.

7.3 The Temporary Worker will:

7.3.1 Contact the Employment Business immediately if s/he envisages or is experiencing any problems which may delay or have delayed the delivery of timesheets to the Employment Business in accordance with the requirement in clause 7.1;

7.3.2 Confirm that s/he is aware that it could be a criminal offence for the Temporary Worker to falsify any timesheet, for example by claiming that the work was performed for hours which they were not; and

7.3.3 Undertake that the work will be performed to the best professional standards and could not reasonably become the subject of any complaint.

7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations 1998, the Temporary Worker’s working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client’s premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker’s working time for these purposes.

**8. Conduct of Assignments**

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

8.1.1 Co-operate and comply with the Client’s reasonable instructions and accept the direction, supervision and control of any responsible person in the Client’s organisation;

8.1.2 Work at the Client’s Address as the normal place of work for each Assignment, or any other premises which the Client currently has or may later acquire within a reasonable distance of the Client’s Address, or you may be required to work from home;

8.1.3 Observe any relevant policies, procedures, rules and regulations of the Client’s establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;

8.1.4 Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;

8.1.5 Not engage in any conduct detrimental to the interests of the Employment Business or Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results or could reasonably result in the loss of custom or business regardless as to whether this conduct takes place in the work environment; and

8.1.6 Not engage in any conduct which is or is reasonably considered to be:

 (i) in breach of the provisions of the Equality Act 2010 including any discrimination because of age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion/belief, sex and sexual orientation;

 (ii) harassing or threatening; or

 (iii) violates data protection and privacy laws regardless as to whether this conduct takes place in the work environment.

8.2 The Temporary Worker shall indemnify and keep indemnified the Employment Business on demand against:

8.2.1 Any loss, costs, expenses, claim or damage (including legal costs) that the Employment Business or Client may suffer or incur through the Temporary Worker’s infringement of the Employment Business’, any Client’s or third parties’ Intellectual Property rights;

8.2.2 Any loss, costs, expenses, claim or damage (including legal costs) that the Employment Business or Client may suffer or incur through the Temporary Worker’s disclosure of any Confidential Information;

8.2.3 Any loss, costs, expenses, claim or damage (including legal costs) that the Employment Business or Client may suffer or incur through the Temporary Worker submitting a fraudulent timesheet in relation to the Assignment; and

8.2.4 Any loss, costs, expenses, claim or damage (including legal costs) that the Employment Business or Client may suffer or incur through the assertion by the Temporary Worker of permanent employment rights, including but not limited to unfair or constructive dismissal, redundancy payments, pension, discretionary bonuses and other related benefits.

8.3 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment on such relevant working day.

**9. Intellectual Property**

9.1 The Temporary Worker acknowledges that all copyright, trademarks, patents and other 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 shall from time to time require in order to give effect to its/the Client’s rights pursuant to this clause including but not limited to delivering up all documents/materials containing Client Intellectual Property rights and waiving all moral rights.

9.2 The Temporary Worker further acknowledges and accepts that s/he shall, if so requested, enter into a separate and standalone agreement with the Client detailing the Temporary Worker’s obligation to assign Intellectual Property rights to the Client.

**10. Confidentiality**

10.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Worker agrees as follows:

10.1.1. Not at any time whether during or after an Assignment (including after termination or expiry of an Assignment and/or this Agreement and unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of his/her duties) to disclose to any person or corporate entity or to make use of for his/her or any third party’s benefit any Confidential Information;

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

10.1.3. Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Employment Business and/or Client except when required to do so in the course of his/her duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate; and

10.1.4 That the Temporary Worker will, if so requested by the Employment Business, enter into a direct confidentiality and/or non-disclosure agreement with the Client.

**11. Termination**

11.1 The Employment Business may terminate the Assignment and/or this Agreement at any time without prior notice or liability, unless otherwise stated in the Assignment Schedule.

11.2 The Temporary Worker may terminate an Assignment and/or this Agreement at any time without prior notice or liability, unless otherwise stated in the Assignment Schedule.

11.3 If the Temporary Worker does not inform the Client or the Employment Business should they be unable to attend work on an Assignment during the course of an Assignment this will be treated as termination of the Assignment and this Agreement by the Temporary Worker in accordance with clause 11.2.

11.4 If the Temporary Worker is absent during the course of an Assignment and the Agreement has not been otherwise terminated under clauses 11.1, 11.2 or 11.3 above the Employment Business will be entitled to terminate the Assignment and this Agreement in accordance with clause 11.1.

11.5 In the event that the Temporary Worker commits any of the following, the Employment Business will be entitled to terminate the Assignment and the Agreement immediately, without notice or liability (with any entitlement to a notice period that may have been agreed in the Assignment Schedule becoming null and void and no payment in lieu of notice being due to the Temporary Worker):

11.5.1 The Temporary Worker has acted in breach of any policies, procedures, rules and/or regulations applicable to the Temporary Worker;

* + 1. The Client reasonably believes that the Temporary Worker has not observed any condition of confidentiality applicable to the Temporary Worker from time to time;

11.5.3 For any reason the Temporary Worker proves unsatisfactory to the Client;

11.5.4 The Temporary Worker materially breaches any of their obligations under this Agreement;

11.5.5 The Temporary Worker is found to be engaging in unprofessional conduct, including but not limited to: (a) the distribution of pornographic, sexist, racist or other offensive or abusive material of any type by email (or any means whatsoever); (b) intimidating, bullying or any behaviour which could be held to constitute harassment; (c) fraudulent activity of any kind; (d) breach of any of the Client’s policies and procedures applicable to the Temporary Worker; (e) failure to follow the reasonable direction of the Client; (f) any conduct which could be held to be negligent or below Best Industry Practice; and (g) breach of the warranties in clause 3.5 and 11.11; or

11.5.6 The Client is in material breach of its obligations to the Employment Business (material breach including failure to make payment of any invoice in accordance with its payment terms).

11.6 Failure by the Temporary Worker to give notice of termination as required in the Assignment Schedule shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Temporary Worker for any resulting loss suffered by the Employment Business or Client.

11.7 The Temporary Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client pursuant to which the Temporary Worker is engaged. In the event that the contract between the Employment Business and the Client is terminated or suspended for any reason the Assignment shall cease with immediate effect and without liability.

11.8 In the event of circumstances beyond the reasonable control of either Party preventing it from performing any or all of its obligations under this Agreement, either Party may terminate the Assignment with immediate effect and without liability. The Party affected by such circumstances will promptly notify the other Party in writing to confirm the termination of the Assignment.

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

11.10 The Employment Business may serve notice to terminate the Assignment and/or the Agreement verbally, directly to the Temporary Worker, with written confirmation to follow.

11.11 The Temporary Worker warrants that for the duration of this Agreement and for a period of twelve (12) months following the termination of the most recent Assignment the Temporary Worker was engaged in for each Client that the Temporary Worker, shall not: (a) enter into any arrangement with either the Client or any company which is part of the Client's group of companies or any customer of the Client or any person or company which the Temporary Worker has been introduced to or made contact with through the Assignment; or (b) introduce any other person to the Client and/or any company which is part of the Client's group of companies and/or the Client's customer with the view of that person being employed or engaged directly or indirectly by or providing services for the benefit of the Client and/or any company which is part of the Client's group of companies and/or the Client's customer or other person introduced by the Client, other than through the Employment Business, without the written consent of the Employment Business.

**12. Notices**

Without prejudice to the Employment Business’ ability to serve notice to terminate the Assignment and/or the Agreement verbally in accordance with Clause 11.9, all notices which are required to be given hereunder shall be in writing and shall be sent to the last known address of the Party upon whom the notice is to be served. Any such notice may be delivered personally, by email or by first class prepaid post and shall be deemed to have been served if by hand when delivered, immediately on sending if by email and if by first class post 48 hours after posting.

**13. General**

13.1 The Temporary Worker is not a partner, joint venturer or agent of the Employment Business or the Client and will not hold himself/herself out as such.

13.2 If the Temporary Worker fails to return this contract to the Employment Business but nevertheless performs an Assignment at a Client to whom they have been introduced by the Employment Business, then these terms and conditions are deemed to be accepted by the Temporary Worker.

13.3 The Temporary Worker’s personal data will be held by the Employment Business in its manual and automated filing systems. The Temporary Worker consents to the processing and disclosure of such data both inside and, where necessary, outside the European Economic Area in order for the performance of and any decisions relating to the Temporary Worker’s Assignment.

13.4 The Temporary Worker explicitly consents to the Employment Business processing his/her personal data and sensitive data (also known as ‘special categories of personal data’). Such data shall only be processed if it is necessary for compliance with the Employment Business’ obligations as an employment business under relevant legal regulations. This data will be processed in line with the Employment Business’ data protection policy available on our website. The Employment Business will retain the Temporary Worker’s personal data, including sensitive personal data for a period after the Temporary Worker’s Assignment ends in order to comply with its legal and contractual obligations.

13.5 The Temporary Worker will comply with their obligations under the Employment Business’ data protection policy and other relevant policies (including in relation to internet, email communications and information security).

13.6 The Employment Business reserves the right to terminate the Assignment and the Agreement immediately, without notice or liability (with any entitlement to a notice period that may have been agreed in the Assignment Schedule becoming null and void and no payment in lieu of notice being due to the Temporary Worker) if the Temporary Worker commits any serious or repeated breach or non-observance of any of the provisions in this clause 13.

13.7 For the avoidance of doubt, and pursuant to this clause 13, the Temporary Worker acknowledges and accepts that data, including this Agreement and any pre-screening results, may be disclosed to the Client and any third party engaged to perform any aspect of the Employment Business’ obligations under this Agreement or its contract with the Client.

**14. Pension**

The Employment Business will comply with its pension duties in accordance with Part 1 of the Pension Act 2008 (i.e. ‘auto-enrolment’).

**15. Severability**

If any provision or any part of this Agreement is held to be illegal or unenforceable in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

**16. Law**

These Terms are governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England.

**17. Third Party Rights**

17.1 Subject to clause 17.2, this Agreement does not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999). The Parties agree that no consent from the persons referred to in clause 17.2 is required for the Parties to vary, rescind or terminate this Agreement or any Assignment (whether or not in a way that varies or extinguishes rights or benefits in favour of such third party).

17.2 The Client shall be entitled to enforce the benefits conferred on it by this Agreement.

**18. Entire Agreement**

18.1 This Agreement (including the Assignment Schedule) constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

18.2 The Temporary Worker acknowledges that in entering into this agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.

18.3 Nothing in this Agreement shall limit or exclude any liability for fraud.