

# Terms of Engagement for Temporary Workers (Contract for Services)

## 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following definitions apply:

**"Actual Rate of Pay"**

means, unless and until the Temporary Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form;

**"Actual QP Rate of Pay"**

means the rate of pay which will be paid to the Temporary Worker if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and Any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form;

**"Temporary Worker"**

Means yourself supplied by the Employment Business to provide services to the Client;

**"Temporary Workers Regulations"**

means the Temporary Workers Regulations 2010;

**"Agreed Deductions"**

means any deductions the Temporary Worker has agreed can be made from their pay;

**"Assignment"**

means assignment services to be performed by the Temporary Worker for the Client for a period of time during which the Temporary Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Client;

**"Assignment Details Form"**

means written confirmation of the assignment details to be given to the Temporary Worker upon acceptance of the Assignment;

**"Calendar Week"**

means any period of 7 days starting with the same day as the first day of the First Assignment;

**"Conduct Regulations"**

means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**"Confidential Information"**

means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to 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 Client 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;

**"Data Protection Laws"**

means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;

**"Deductions"**

means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 4-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;

**"Emoluments"**

means any pay in addition to the Actual QP Rate of Pay;

**"Employment Business"**

Love Success plc (registered company no. 07226686 of 1 Lancaster Place, London WC2E 7ED

**"Engagement"**

means the engagement, employment or use of the Temporary Worker by the Client or any third party to whom the Temporary Worker has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Temporary 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;

**"First Assignment"**

means:

a The relevant Assignment; or

b if, prior to the relevant Assignment:

c. the Temporary Worker has worked in any assignment in the same role with the relevant Client as the role in which the Temporary Worker works in the relevant Assignment; and d 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 Temporary Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);

**"Client"**

means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Temporary Worker is supplied or introduced;

**"Client's Group"**

means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, 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 Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

**"Hourly Rate"**

means being the minimum rate of pay (subject to Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Temporary Worker;

**"Leave Year"**

means the period during which the Temporary Worker accrues and may take statutory leave commencing on 1<sup>st</sup> January to 31<sup>st</sup> December which co-insides with Love Success's business leave year.

**"Period of Extended Hire"**

means any additional period that the Client wishes the Temporary Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

**"Qualifying Period"**

means 12 continuous Calendar Weeks during the whole or part of which the Temporary Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role, and as further defined in the Schedule to these Terms;

**"Relevant Period"**

means (a) the period of 8 weeks commencing on the day after the last day on which the Temporary Worker worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for the Client having been supplied by Employment Business 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;

**"Temporary Work Agency"**

means as defined in the Schedule to these Terms;

**"Terms"**

means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;

**"Transfer Fee"**

means the fee payable by the Client to the Employment Business in accordance with clause 0, as permitted by Regulation 10 of the Conduct Regulations;

**"Type of Work"**

Means office support roles and

**"Working Time Regulations"**

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

2.2 During an Assignment the Temporary Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Temporary Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Temporary Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker, or the Temporary Worker and the Client. The Temporary Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Temporary Worker rights in addition to those provided by statute except where expressly stated.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker 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) when introducing or supplying the Temporary Worker for Assignments with its Clients.

## 3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

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

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

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

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

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

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

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

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

3.3.4 the Hourly Rate that will be paid and any expenses payable by or to the Temporary Worker;

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

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

3.4.1 the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker has previously been supplied within the previous 5 business days and such information has already been given to the Temporary Worker 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 Temporary Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.

3.5 Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Temporary Worker in paper, electronic or verbally by the consultant 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 Temporary Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Temporary Worker commences the first Assignment.

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

3.8 If the Temporary 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 Temporary 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 Temporary Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, 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).

3.9 If the Temporary Worker considers that s/he has not or may not have received equal treatment under the Temporary Workers Regulations, the Temporary Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns.

#### 4. TEMPORARY WORKER'S OBLIGATIONS

- 4.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if the Temporary Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
- 4.1.1 co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- 4.1.2 observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- 4.1.3 take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- 4.1.4 not engage in any conduct detrimental to the interests of the Employment Business and/or Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Client;
- 4.1.5 not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Client's staff;
- 4.1.6 not at any time divulge to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances;
- 4.1.7 on completion of the Assignment or at any time when requested by the Client or the Employment Business, return to the Client or where appropriate, to the Employment Business, any Client property or items provided to the Temporary Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2 If the Temporary Worker 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' request, the Temporary Worker undertakes to:
- 4.2.1 inform the Employment Business of any Calendar Weeks between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Temporary Worker has worked in the same or a similar role with the relevant Client via any third party and which the Temporary 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, since 1 October 2011, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
- 4.2.3.1 completed two or more assignments with the Client;
- 4.2.3.2 completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
- 4.2.3.3 worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Temporary Worker should alternatively inform the Client and then the Employment Business as soon as possible.
- 4.4 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.
- 4.5 The Temporary Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Temporary Worker.

#### 5. TIMESHEETS

- 5.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 5.2 Subject to clause 5.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 5.3 Where the Temporary Worker fails to submit a properly authenticated 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 sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.
- 5.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises (apart from time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes. This clause 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 Temporary Workers Regulations.

#### 6. REMUNERATION

- 6.1 The Employment Business shall pay to the Temporary Worker the Actual Rate of Pay unless and until the Temporary Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or confirmed verbally by the consultant.
- 6.2 If the Temporary 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, the Employment Business shall pay to the Temporary Worker:
- 6.2.1 the Actual QP Rate of Pay; and
- 6.2.2 the Emoluments (if any), which will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form or confirmed verbally by the consultant.

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

#### 7. ANNUAL LEAVE

- 7.1 The Temporary Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave under the Working Time Regulations is 5.6 weeks.
- 7.2 Entitlement to payment for leave under clause 0 accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.
- 7.3 Under the Temporary Workers Regulations, on completion of the Qualifying Period the Temporary Worker may be entitled to paid and/or unpaid annual leave in addition to the Temporary Worker's entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 0 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 or confirmed verbally by the consultant.
- 7.4 All entitlement to leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward to the next year. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5 If the Temporary Worker wishes to take paid leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may require the Temporary Worker to take paid annual leave at specific times or notify the Temporary Worker of periods when paid annual leave cannot be taken. Where the Temporary Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take. In such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 7.6 Subject to clause 7.3, the amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment.
- 7.7 Subject to clause 7.3, in the course of any Assignment during the first Leave Year, the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.
- 7.8 Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the Temporary Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), the Temporary Worker may, upon giving the notice in clause 7.5, take a bank holiday or other public holiday as part of his/her paid annual leave entitlement.
- 7.9 Where this contract is terminated by either party, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 7 at the date of termination.

#### 8. SICKNESS ABSENCE

- 8.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2 The Temporary Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8.4 In the event that the Temporary Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Temporary Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Temporary Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Client and the Temporary Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5 Where clause 8.4 applies, the Temporary Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Temporary Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

#### 9. TERMINATION

- 9.1 Any of the Employment Business, the Temporary Worker or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
- 9.2 The Temporary Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Temporary Worker (save for payment for hours worked by the Temporary Worker up to the date of termination of the Assignment).
- 9.3 If the Temporary Worker does not inform the Client or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9.1, unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4 If the Temporary Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Temporary Worker was assigned is no longer available.

9.5 If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of 2 months, the Employment Business will forward his/her P45 to his/her last known address.

#### 10. INTELLECTUAL PROPERTY RIGHTS

The Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Client during the Assignment shall belong to the Client. Accordingly the Temporary Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

#### 11. CONFIDENTIALITY

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

11.1.1 not at any time, whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;

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

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

#### 12. DATA PROTECTION

11.2 The Temporary 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 and shall not do or permit to be done anything which might cause the Employment Business or the Client to breach any Data Protection Laws.

11.3 The Temporary Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Temporary Worker to the Client (now or in the future), and the Client:

12.2.1 processing his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and

12.2.2 exporting and/or processing his/her personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

#### 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, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

#### 15. GOVERNING LAW AND JURISDICTION

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

\_\_\_\_\_  
Signed by the Temporary Worker

\_\_\_\_\_  
[print name here]

\_\_\_\_\_  
Date

**SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"**

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Client count as continuous towards the Qualifying Period, where:

- (a) the Temporary Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Temporary Worker is not working;
- (b) the break is:
  - (i) for any reason and not more than six Calendar Weeks;
  - (ii) wholly due to the fact that the Temporary Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Temporary Worker has provided such written medical evidence as may reasonably be required;
  - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Temporary Worker returns to work;
  - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Temporary Worker is otherwise entitled which is:
    - i. ordinary, compulsory or additional maternity leave;
    - ii. ordinary or additional adoption leave;
    - iii. ordinary or additional paternity leave;
    - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
    - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
  - (v) wholly due to the fact that the Temporary Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
  - (vi) wholly due to a temporary cessation in the Client's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Client;
  - (vii) wholly due to a strike, lock-out or other industrial action at the Client's establishment; or
  - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- (c) the Temporary Worker returns to work in the same role with the Client, any weeks during which the Temporary Worker worked for the Client before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Temporary Worker works for the Client after the break. In addition, when calculating the number of weeks during which the Temporary Worker has worked, where the Temporary Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i, ii, or iii., for the period that is covered by one or more such reasons, the Temporary Worker shall be deemed to be working in that role with the Client for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Temporary Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period". "Temporary Work Agency" means as defined in Regulation 4 of the Temporary Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:
  - (a) supplying individuals to work temporarily for and under the supervision and direction of Clients; or

- (b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of Clients.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for Clients. For the purpose of this definition, a "Client" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.