

Client Name: .....

Site Address: .....

Operative Name: ..... Week ending: .....

	Machine Type	Serial Number	Start Time	Finish Time	Break	Total Hours to Process	Machine Hours			TOTAL	Comments/Breakdown Details
							Working	Standing	Breakdown		
MON											
TUES											
WED											
THURS											
FRI											
SAT											
SUN											

I AGREE THE HOURS TO BE ACCURATE, THE WORK TO BE OF SATISFACTORY STANDARD AND ACCEPT THE CONDITIONS OVERLEAF AS LEGALLY BINDING

TOTAL HOURS WORKED

Authorised on behalf of the Client/Site Representative: Signature: .....

Print Name: ..... Position Held: .....

**OPERATIVE DAILY CHECK SHEET**

Site Induction completed on (date) .....

Operative Signature to confirm duties have been risk assessed, attended induction and understood .....

DAILY CHECKS	MON	TUES	WED	THURS	FRI	SAT	SUN	Defects/Remarks
Oil, Fuel, Coolant - Levels								
Oil, Fuel, Coolant - Leaks								
Safety Lockouts								
Audible Visual Alarms Serviceable								
Glass								
Condition of Tyres / Tracks								
Tightness of Wheel Nuts								
Windscreen Wiper / Wash								
Lights Forward / Reverse								
Instruments Working								
Horn								
Reversing Camera & Alarm								
Seat Belts								
Fire Extinguisher								
Air Conditioning								
Body up Buzzer / Light								
Static Brake Test								
Brake Drive Test								
Parking Brake Test								
Brake Air Pressure								
Steering Test								
Articulated Joints								
Lift & Crowd Operation								
Condition of Steps & Hand Rails								
Mirrors Satisfactory								
Drain Air Tank (End of Shift)								
Flashing Beacon								
Inspection & Operation of Quick Hitch								
Daily Greasing completed as per Operators Manual								
Grab Attachment cleaned to avoid build up of debris								
Blade/Bucket								
INITIALLED BY OPERATIVE ON COMPLETION								

**Failure in fully completing and returning a signed timesheet to payroll@mandosolutions.co.uk before 5pm on the following Monday may result in Mando Solutions being unable to process payment.**



# MANDO SOLUTIONS – TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS

## THE PARTIES

- (1) Mando Solutions Limited (registered company no. 0947755) of 146 Severn Bridge Industrial Estate, Norman Way, Caldicot, Monmouthshire, NP23 5PT (the **Employment Business**);
- (2) the **Hirer** to whom the Agency Worker is Introduced. For the avoidance of doubt the Hirer shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced.

## RECITALS

- (A) The Employment Business carries on the business of sourcing and supplying temporary contractors to provide services to clients of the Employment Business. The Hirer has instructed the Employment Business to supply an Agency Worker to provide certain services **“the Agency Worker Services”** as specified in the relevant Assignment Confirmation Form.
- (B) The Employment Business will introduce an Agency Worker to the Hirer to provide the Agency Worker Services on the terms and subject to the conditions of this Agreement.

## IT IS AGREED as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement the following definitions apply:

- “Agency Worker”** means any office employee, worker, or representative of the Employment Business supplied to provide the Agency Worker Services;
- “Apprenticeship Levy”** means the apprenticeship levy used in accordance with the Finance Act 2017 and the Income Tax (Pay As You Earn) Amendment Regulations 2017.
- “Assignment”** means the assignment Services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer.
- “Assignment Confirmation Form”** means written confirmation of the Assignment details agreed with the Hirer prior to commencement of the Assignment;
- “AWR”** means the Agency Workers Regulations 2010.
- “AWR Claim”** means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the AWR;
- “Calendar Week”** means any period of seven days starting with the same day as the first day of the First Assignment; means the Employment Business’s Charges calculated in accordance with clause 6 and may be varied from time to time in accordance with these terms.
- “Comparable Employee”** means as defined in Schedule 1 to this Agreement;
- “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 of data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing or orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any parts) of such information.
- “Control”** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or (or) general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise; and “Control” and “Controlled” shall be construed accordingly.
- “Data Protection Laws”** means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
- “Engagement”** means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker’s services or the services of any Agency Worker by the Hirer or by any third party to whom the Agency Worker has been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through any other employment business; and “Engage”, “Engaged” and “Engaged” shall be construed accordingly;
- “First Assignment”** means:  
(a) the relevant Assignment; or  
(b) if, prior to the relevant Assignment:  
(i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and  
(ii) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);
- “FOIA”** means the Freedom of Information Act 2000;
- “Hirer”** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is introduced;
- “Hirer’s Group”** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) a holding company as defined in section 1150 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) a subsidiary or holding company as defined in section 1150 of the Companies Act 2006;
- “Intermediary”** means the person, firm or corporate body introduced to the Hirer by the Employment Business to carry out an Assignment;
- “Introduction”** means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Agency Worker; or (ii) the Hirer’s interview of an Agency Worker (in person, by telephone or by any other means), following the Hirer’s instruction to the Employment Business to supply a temporary worker; or (iii) the supply of an Agency Worker and in any case, which leads to an Engagement of that temporary worker, Agency Worker, and “Introduced” and “Introduced” shall be construed accordingly;
- “Introduction Fee”** means the fee payable by the Hirer in accordance with clause 8;
- “ITEPA”** means the Income Tax (Earnings and Pensions) Act 2003;
- “Losses”** means all losses, liabilities, damages, costs, expenses, fines, penalties or interest whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill), management time and reasonable legal fees and Charges, including such losses arising out of or resulting from actions, proceedings, claims and demands; and “Loss” shall be construed accordingly;
- “NICS Legislation”** means the Social Security (Categorisation of Earners) Regulations 1978;
- “Period of Extended Hire”** means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying an Introduction Fee;
- “Qualifying Period”** means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by the Employment Business to the Hirer to work temporarily for and under the supervision and direction of the Hirer in the same role, and as further defined in Schedule 1 to this Agreement;
- “Relevant Terms and Conditions”** means terms and conditions relating to:  
(a) pay;  
(b) the duration of working time;  
(c) night work;  
(d) rest periods;  
(e) rest breaks; and  
(f) annual leave;  
that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;
- “Remuneration”** includes gross salary or fees, guaranteed and/or anticipated bonus and commission allowances, including allowances, including payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable or receivable by the Agency Worker for services provided to or on behalf of the Hirer.
- “Temporary Work Agency”** means as defined in Schedule 1 to this Agreement; and
- “WTR”** 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 this Agreement 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 this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

### 2. THE AGREEMENT

- 2.1. This Agreement together with the attached Schedules and any applicable Assignment Confirmation Form constitutes the entire agreement (“the Agreement”) between the Employment Business and the Hirer for the supply of the Agency Worker Services by the Employment Business to the Hirer, and is deemed to be accepted by the Hirer by virtue of its request for, interview with, or Engagement of an Agency Worker or the passing of any information about the Agency Worker to any third party following an Introduction.

- 2.2. Unless otherwise agreed in writing by a director of the Employment Business, this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.

- 2.3. Subject to clause 6.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director of the Employment Business and the Hirer and are set out in writing.

- 2.4. The Hirer acknowledges that the Agency Worker and the Agency Worker carrying out the Assignment have opted out of the Conduct Regulations and that none of the Conduct Regulations apply to any Assignments governed by this Agreement.

### 3. THE HIRER’S OBLIGATIONS

- 3.1. The Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following:

- 3.1.1 the type of work that the Agency Worker would be required to do;
- 3.1.2 the location and hours of work;
- 3.1.3 the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position;
- 3.1.4 any risks to health or safety known to the Hirer and what steps the Hirer is taken to prevent or control such risks;
- 3.1.5 the date the Hirer requires the Agency Worker to commence the Assignment; and
- 3.1.6 the duration or likely duration of the Assignment.

- 3.2. The Hirer will comply with its obligations under Regulations 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the AWR.

- 3.3. To enable the Employment Business to comply with its obligations under the AWR, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business’s request:

- 3.3.1 to inform the Employment Business of any Calendar Weeks in the 24 months immediately preceding the start of the Assignment and/or during the relevant Assignment in which the relevant Agency Worker has worked in the same or a similar role with the Hirer as any third party and which count or may count towards the Qualifying Period;

- 3.3.2 if, in the 24 months immediately preceding the start of the Assignment and/or during the relevant Assignment, the relevant Agency Worker has worked in the same or a similar role with the Hirer as any third party to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the periods during which such work was undertaken and any other details requested by the Employment Business;

- 3.3.3 to inform the Employment Business if, in the 24 months immediately preceding the start of the relevant Assignment and/or during the relevant Assignment the Agency Worker has:

- 3.3.3.1 completed 2 or more assignments with the Hirer;
- 3.3.3.2 completed at least 1 assignment with the Hirer and 1 or more earlier assignments with any member of the Hirer’s Group; and/or
- 3.3.3.3 worked in more than 2 roles during an assignment with the Hirer and on at least 2 occasions worked in a role that was not the same role as the previous role.

- 3.3.4. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
- 3.3.4.1 provide the Employment Business with written details of the basic working and employment conditions the Agency Worker was employed to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those details of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;

- 3.3.4.2 inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
- 3.3.4.3 if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee;

- 3.3.4.4 inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and

- 3.3.5. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.

- 3.4. In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the AWR, the Hirer will:
- 3.4.1. integrate the Agency Worker into its relevant performance appraisal system;
- 3.4.2. assess the Agency Worker’s performance;
- 3.4.3. provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and

- 3.4.4. provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Agency Worker’s performance for the purpose of awarding any bonus.

- 3.5. The Hirer will comply with all the Employment Business’s requests for information and any other requirements to enable the Employment Business to comply with the AWR.

- 3.6. The Hirer warrants that:

- 3.6.1 all information and documentation supplied to the Employment Business in accordance with clauses 3.2 to 3.5 inclusive is complete, accurate and up-to-date; and
- 3.6.2 it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.2 to 3.5 inclusive.

- 3.7. Without prejudice to clauses 13.6 and 13.7, the Hirer shall inform the Employment Business in writing of any:
- 3.7.1. oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the AWR; and
- 3.7.2. written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker

- as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made or to written complaint or request is received by the Hirer and the Hirer undertakes to take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer’s receipt of such a request in accordance with Regulation 16 of the AWR and the Hirer will provide the Employment Business with a copy of any such written statement.

4. **INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER**
- 4.1. In introducing an Agency Worker to the Hirer the Employment Business shall inform the Hirer:

- 4.1.1 of the identity of the Agency Worker;
- 4.1.2 that the Agency Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;
- 4.1.3 that the Agency Worker is willing to work in the Assignment; and
- 4.1.4 the Charges.

- 4.2. 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 the Agency Worker is introduced for an Assignment in the same position as one in which the Agency Worker had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requires that the information be resubmitted.

5. **TIMESHEETS**
- 5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week) the Hirer shall sign the Employment Business’s timesheet verifying the number of hours worked by the Agency Worker during that week.

- 5.2. Signature of the timesheet by the Hirer is confirmation of the number of hours worked by the Agency Worker. If the Hirer is unable to sign a timesheet produced for authentication by the Agency Worker because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as it is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Agency Worker. Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.

- 5.3. The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event that the Hirer is dissatisfied with the work performed by the Agency Worker the provisions of clause 9 shall apply.

### 6. CHARGES

- 6.1. The Hirer agrees to pay the Charges as notified to and agreed with the Hirer. The Charges are calculated according to the number of hours worked by the Agency Worker and comprise of the following:

- 6.1.1 The Agency Worker’s hourly rate of pay;
- 6.1.2 An amount equal to any paid holiday leave to which the Agency Worker is entitled in connection with the WTR and which is accrued during the course of an Assignment
- 6.1.3 Employer’s National Insurance contributions
- 6.1.4 The Employment Business’s commission, which is calculated as a percentage of the Agency Worker’s hourly rate.

- 6.2. The Hirer agrees to pay:  
(i) A minimum of 8 hours per day if the Agency Worker is not required to work the full day;  
(ii) Any other agreed Charges on matters including overtime rates, travel or any other such reasonable Charge as identified on the Assignment Confirmation Form.

- 6.3. The Employment Business reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:  
(i) in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the AWR, ITEPA, the NICS Legislation or the WTR; and/or  
(ii) if there is any variation in the Relevant Terms and Conditions.

- 6.4. The Charges are invoiced to the Hirer on a weekly basis and are payable within 30 days.
- 6.5. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

- 6.6. The Hirer’s obligations under this clause 6 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights.

### 7. PAYING THE AGENCY WORKER

- The Employment Business is responsible for paying the Agency Worker. The Intermediary the Employment Business instructs for payment of the Agency Worker is responsible for the deduction and payment of National Insurance Contributions and PAYE Income Tax.

### 8. INTRODUCTION FEES

- 8.1. The Hirer shall be liable to pay the Employment Business an Introduction Fee where the Employment Business Introduces the Agency Worker to the Hirer and:

- 8.1.1 the Hirer Engages the Agency Worker other than through the Employment Business, within a period of 6 months from the termination of the Assignment in respect of which the Agency Worker was supplied, or if there was no supply, within 6 months of the Introduction of any Agency Worker by the Employment Business to the Hirer; or
- 8.1.2 the Hirer introduces the Agency Worker to a third party and such Introduction results in an Engagement of the Agency Worker by the third party other than through the Employment Business either during the Assignment or within 6 months from the termination of the Assignment.

- 8.2. If the Hirer wishes to engage the Agency Worker other than via the Employment Business without liability to pay an Introduction Fee, the Hirer may, on giving one written notice to the Employment Business, engage the Agency Worker for a period of Extended Hire (as specified in Schedule 1).

- 8.3. During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.2 and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside the Agency Worker’s Engagement or re-Engage the Agency Worker within 12 months from the commencement of the Assignment on the same terms as the Assignment, but the Agency Worker is engaged by the Hirer, the Hirer shall pay the Introduction Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Agency Worker before being engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Introduction Fee shall be due in full.

- 8.4. Where prior to the commencement of the Hirer’s Engagement other than via the Employment Business the Employment Business and the Hirer agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Introduction Fee as calculated in accordance with Schedule 2 pro-rata. Such reduction is subject to the Hirer engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Worker’s Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Introduction Fee.

- 8.5. The Introduction Fee will be calculated in accordance with Schedule 2.
- 8.6. The Employment Business will not refund the Introduction Fee if the Employment Business subsequently terminates.
- 8.7. VAT is payable at the applicable rate in addition to any Introduction Fee due.

### 9. UNSUITABILITY OF THE AGENCY WORKER

- 9.1. The Hirer undertakes to supervise the Agency Worker sufficiently to ensure the Hirer’s satisfaction with the Agency Worker’s standard of work under the Assignment. If the Hirer is unsatisfied, the Hirer may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Agency Worker. The Employment Business may, in its absolute discretion, in such

- circumstances, reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Hirer has notified the Employment Business immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates:

- 9.1.1 within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for more than 7 hours; or  
9.1.2 within 2 hours for Assignments of 7 hours or less;

- and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

- 9.2. The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that the Agency Worker supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all such Charges incurred prior to the termination of the Assignment.

- 9.3. The Hirer shall notify the Employment Business immediately and without delay and in any event within 2 hours if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

### 10. TERMINATION OF THE ASSIGNMENT

- Any of the Hirer, the Employment Business or the Agency Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any Charges due under clause 6).

### 11. CONFIDENTIALITY AND DATA PROTECTION

- 11.1 All information relating to the Agency Worker is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing work finding services to the Hirer. Such information must not be used for any other purpose nor disclosed to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

- 11.2 The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the AWR (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).

- 11.3 Information relating to the Employment Business’s business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

### 12. INTELLECTUAL PROPERTY RIGHTS

- All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Agency Worker by the Agency Worker to the Hirer during the Assignment shall belong to the Hirer, save such rights as may be expressly owned or retained by the Agency Worker and set out in the Assignment Confirmation Form. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the agency worker shall execute all such documents and do all such acts in order to give effect to the Hirer’s rights pursuant to this clause.

### 13. LIABILITY

- 13.1 Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skills, integrity and reliability from the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any Losses arising from the Hirer’s failure to provide an agency worker for all or part of the period of the Assignment, or from the negligence, dishonesty, misconduct or lack of skill of the agency worker or of the agency worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which is not permitted to exclude under law.

- 13.2 The Agency Worker supplied by the Employment Business to the Hirer is deemed to be under (and subject to the right of) the supervision, direction and control of the Hirer from the time they take up duties and/or the duration of the Assignment. The Hirer agrees to indemnify the Employment Business for all claims, errors, or omissions of the Agency Worker, whether willful, negligent or otherwise as though the Agency Worker was on the payroll of the Hirer.

- 13.3 The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.

- 13.4 The Hirer will comply in all respects with all relevant statutory provisions as set in force from time to time, including, for the avoidance of doubt, WTR, Data Protection Laws, Health & Safety At Work etc Act 1974, the Management of Health & Safety At Work Regulations 1989 (including all amendments), by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject including the provision of adequate public liability insurance in place for the Agency Worker.

- 13.5 The Hirer undertakes not to request the supply of an Agency Worker to perform duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.

- 13.6 The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon as possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.

- 13.7 If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer undertakes to take such action and to give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Hirer’s own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

- 13.8 The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to any of the provisions of ITEPA or the NICS Legislation (and/or any other relevant or consequential secondary legislation) in relation to any Assignment or arising out of any non-compliance with, and/or as a result of, any breach of this Agreement by the Hirer.

- 13.9 The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by the Intermediary, the Agency Worker or any third party arising out of any non-compliance with, and/or as a result of, any breach of the Data Protection Laws.

### 14. NOTICES

- All notices which are required to be given in accordance with this Agreement 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 which the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been received, whether or not 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. SEVERABILITY

- If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, this Agreement is amended, but to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

### 16. RIGHTS OF THIRD PARTIES

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

### 17. GOVERNING LAW AND JURISDICTION

- This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

### SCHEDULE 1: “COMPARABLE EMPLOYEE”, “QUALIFYING PERIOD” AND “TEMPORARY WORK AGENCY”

- “Comparable Employee” means as defined in Regulation 5(4) of the AWR being an employee of the Hirer who:  
(a) works under the supervision of the Hirer and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skills; and

- (b) works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (i) above, works or is based at a different establishment and satisfies these requirements.

- For the purpose of the definition of “Qualifying Period” in clause 1.1 of this Agreement, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, there is a break, either between assignments or during an assignment, when the Agency Worker is not working:

- (a) the break is:  
(i) for any reason and not more than six Calendar Weeks;  
(ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (ii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;

- (b) the break is:  
(i) related to pregnancy and 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 Agency Worker returns to work;

- (ii) for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency 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) or (iii) above;

- (vi) wholly due to the fact that the Agency 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;
- (vii) wholly due to a temporary cessation in the Hirer’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 Hirer;

- (viii) wholly due to a strike, lock-out or other industrial action at the Hirer’s establishment;  
(ix) wholly due to one of the reasons listed in paragraphs (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii); and

- (c) the Agency Worker returns to work in the same role with the Hirer any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks completed with the Hirer for the purpose of the Qualifying Period, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(i) or (b)(ii), (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in the role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent working in a role 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 AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on any activity in conjunction with others, of:  
(a) supplying individuals to work temporarily for and under the supervision and direction of hirers; 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 hirers.

- 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 hirers. For the purpose of this definition, a “hirer” 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.

### SCHEDULE 2: INTRODUCTION FEE

- 1.1(a) The Introduction Fee referred to in clause 8 shall be calculated as follows: 15% of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement; or, if the actual amount of the Remuneration is not known, the Charges multiplied by 360.

- 1.1(b) The Period of Extended Hire, referred to in clause 8, before the Hirer