

EMPLOYMENT BUSINESS TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

“Agreed Working Hours”	hours applicable to a particular
“Assignment”	method of work for which the Temporary Worker is supplied to a Client;
“Client”	person or company including any subsidiaries to whom the Temporary Worker is supplied with a view to the Temporary Worker performing temporary work on an assignment for the Client;
“Employment Business”	the company of Employment Business>> a company registered in <<insert country of registration>> with company registration number>> and whose registered office is at <<insert address of the company>>;
“Intellectual Property”	all present and future intellectual property rights, including but not limited to copyright, trademarks, design rights (whether registered or not), patents, know-how, trade secrets, database rights and any other rights of protection or registration or these rights and extensions thereof existing in the present or in the future;
“Moral Rights”	the moral rights provided for in Article 17 of Chapter IV of the Copyright and Patents Act 1988;
“Representation Offer”	the offer made by the Employment Business to the Temporary Worker as set out in the Representation Offer;
“Services”	the temporary work finding and representation services provided by the Employment Business;
“Temporary Worker”	any person seeking temporary work who has agreed to use the Services of the Employment Business;
“Term”	the period of the contract which shall be agreed between the Employment Business and the Temporary Worker;
“Timesheet”	the timesheet supplied by the Employment Business and completed by the Temporary Worker and submitted to the Client;

2. The Contract

2.1 Any and all business between the Employment Business and the Temporary Worker shall be governed by these Terms and Conditions and the

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terms set out in any Schedule
the event of any conflict with any
terms and Conditions and the
terms set out in any Schedule
all prevail unless otherwise agreed
Employment Business.

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Temporary Worker of the identity of the
business, the date the Assignment is
tion of the Assignment, the type of
he Temporary Worker would be
that will be paid and any expenses
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and the steps the Client has taken
experience, training, qualifications
r a professional body the Client
y law to work in the Assignment.

details of the proposed relationship
Temporary Worker and shall have
thereto.

- for acceptance by the Temporary
If the Temporary Worker fails to
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acceptance.

the Services as an employment
ment Agencies Act 1973 and the
Businesses Regulations 2003.

- ent the Temporary Worker in all
ments and all negotiations and

5. **Payment**

- 5.1 All wages due to the Temporary Worker shall be calculated and the payment intervals thereof shall be based upon the rate of an Assignment. Such wages shall be based upon the rate of an Assignment. Such wages shall be subjected to deductions for PAYE, National Insurance and other deductions required by law.
- 5.2 Payment of wages shall be made up to the Temporary Worker by the Employment Business of a company or the Client to the Employment Business of a company in accordance with Clause 8.
- 5.3 In the event that the Temporary Worker's wages are contested by the Client, the Temporary Worker shall assist in the resolution of any dispute. Failure to cooperate may result in a delay in the payment of wages to the Temporary Worker.
- 5.4 The Employment Business shall not withhold, delay or in any way alter the Temporary Worker's wages on account of any non-receipt or alteration of payments by the Client.

6. **The Employment Business**

- 6.1 The Employment Business shall provide Services with reasonable skill and care, commensurate with the employment business sector and in accordance with best practice and statutory requirements including but not limited to the Employment Agencies Regulations 2010.
- 6.2 The Employment Business shall endeavour to find and secure suitable Assignments for the Temporary Worker.
- 6.3 The Employment Business shall not guarantee that there will be or that it will find or secure a suitable Assignment for the Temporary Worker and is under no obligation to find or secure a suitable Assignment.
- 6.4 The Employment Business shall endeavour to ensure that the Temporary Worker deals with Clients in a reasonable and professional manner; however, the Employment Business accepts no responsibility for the conduct of Clients.

7. **The Temporary Worker's**

- 7.1 Where specific experience, qualifications and authorisations are required by the Client, by law or otherwise, the Temporary Worker shall provide up-to-date evidence of such to the Employment Business prior to the start of an Assignment. The Temporary Worker shall also grant permission for the Employment Business to supply any such evidence to the Client.
- 7.2 The Temporary Worker shall not accept any Assignment offered by the Employment Business unless it is suitable for the Temporary Worker.
- 7.3 The Temporary Worker shall endeavour to perform to the best of their ability during the Assignment, provide reasonable cooperation to the Client, and shall refrain from any conduct that is unbecoming to the Client and to their fellow workers.
- 7.4 The Temporary Worker shall comply with the Agreed Working Hours subject to any variation agreed between the Temporary Worker and the Client. In the event that such working hours exceed 48 hours per week at any given time, the Employment Business shall be notified of this by the Client.
- 7.5 The Temporary Worker shall comply with all reasonable requests of the Client and the Employment Business given by the Employment Business.

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Business and comply with the instructions given by the Client, and accept the direction of the Client.

7.6 The Temporary Worker must ensure that the Assignment fully comply with all such rules and regulations and health and safety as the Client makes the Temporary Worker aware of at the start of the Assignment.

7.7 The Temporary Worker must ensure that the Assignment fully comply with all such general work rules and procedures (including those specifically related to the Assignment) which the Client makes the Temporary Worker fully aware of at the start of the Assignment.

7.8 The Temporary Worker must not engage in any conduct detrimental to the interests of the Employer or the Client including any conduct which could bring the Employer and/or the Client into disrepute and/or which results in damage to the Employer's reputation or business by either the Temporary Worker or the Employer.

7.9 If, either before or during the Assignment, the Temporary Worker becomes aware of any conduct which could bring the Employer and/or the Client into disrepute and/or which results in damage to the Employer's reputation or business by either the Temporary Worker or the Employer, they must inform both the Employer and the Client immediately.

7.10 If any conflict of interest arises between the Temporary Worker and the Client, the Employer or the Client during the Assignment, the Temporary Worker must inform both the Employer and the Client immediately.

8. Timesheets

8.1 The Employer must ensure that Timesheets to be completed by the Temporary Worker are available at the start of the Assignment in order to verify the number of hours worked by the Temporary Worker.

8.2 In the absence of a written agreement to the contrary, Timesheets shall cover a period of <<insert period>>.

8.3 Timesheets shall be completed by the Temporary Worker on a <<insert interval e.g. weekly>>. The completed Timesheets must be presented by the Temporary Worker to the Employer by the Client, and the Employer must sign them and return them to the Temporary Worker. The Temporary Worker must submit the completed, signed Timesheets to the Employer.

8.4 If the Temporary Worker is unable to produce any evidence relating to hours worked that is supplied by the Employer, they must do so forthwith.

9. Sickness, Absence and Leave

9.1 In the event that the Temporary Worker is absent from an Assignment due to injury or illness for a period of <<insert period>>:

9.1.1 the Employer must ensure that the Temporary Worker is paid Statutory Sick Pay to the Temporary Worker.

9.1.2 [the Assignment must be suspended for the total number of days covered by that period.]

9.2 The Temporary Worker must be entitled to annual leave in accordance with the Working Time Regulations 2010.

9.3 Annual leave shall be paid in accordance with [statutory minimums.] OR

instructions given by the Client, and accept the direction of the Client.

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If the Temporary Worker is unable to produce any evidence relating to hours worked that is supplied by the Employer, they must do so forthwith.

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The Temporary Worker must be entitled to annual leave in accordance with the Working Time Regulations 2010.

Annual leave shall be paid in accordance with [statutory minimums.] OR

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13.3 The Temporary Worker shall terminate the contract between the Employment Business and the Temporary Worker at least <<insert period>> following the completion of the contract or otherwise agreed period.

13.4 Either Party has the right to terminate the contract between the Employment Business and the Temporary Worker immediately if the other:

13.4.1 has committed a material breach of the contract between the Employment Business and the Temporary Worker, unless such breach is capable of being remedied and the right to terminate will be exercisable only if the breach is not remedied within 14 days after a written notice is given;

13.4.2 goes into business or partnership for the purpose of the amalgamation of the business or any part of it with another business or partnership.

13.5 Any and all obligations of the Temporary Worker shall continue beyond the termination or expiration of the contract between the Employment Business and the Temporary Worker shall survive termination under the contract.

14. Force Majeure

Neither Party to the contract shall be liable for failure to perform any of their obligations thereunder where such failure is due to any event, cause or circumstance that is beyond the reasonable control of the Party. Such event, cause or circumstance includes, but is not limited to, war, civil unrest, failure, Internet Service Provider failure, industrial action, natural disasters, storms, earthquakes, epidemic, pandemic or other natural disasters, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

15. Notices

15.1 All notices under the contract shall be deemed duly given if signed by, or on behalf of, a duly authorised person of the Party giving the notice.

15.2 Notices shall be deemed to have been given:

15.2.1 when delivered in person to the recipient or registered messenger during business hours of the recipient; or

15.2.2 when sent, by email, and a successful return receipt is generated; or

15.2.3 on the fifth business day after the date of the ordinary mailing, if mailed by national or international post.

15.3 All notices under the contract shall be addressed to the most recent address or e-mail address of the Party.

16. How We Use Your Personal Data

16.1 All personal data that we collect, process, and handle in connection with the contract shall be used in accordance with the provisions of Data Protection Legislation and the contract.

to terminate the contract between the Employment Business and the Temporary Worker at any time upon giving notice. Such termination shall take effect immediately upon the notice taking place at the time or otherwise agreed period after the Temporary Worker giving such notice.

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13.4.1 has committed a material breach of the contract between the Employment Business and the Temporary Worker, unless such breach is capable of being remedied and the right to terminate will be exercisable only if the breach is not remedied within 14 days after a written notice is given;

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Neither Party to the contract shall be liable for failure to perform any of their obligations thereunder where such failure is due to any event, cause or circumstance that is beyond the reasonable control of the Party. Such event, cause or circumstance includes, but is not limited to, war, civil unrest, failure, Internet Service Provider failure, industrial action, natural disasters, storms, earthquakes, epidemic, pandemic or other natural disasters, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

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16.1

All personal data that we collect, process, and handle in connection with the contract shall be used in accordance with the provisions of Data Protection Legislation and the contract.

16.2 “Data Protection Legislation” means any applicable legislation in force from time to time in the United Kingdom, including, but not limited to, the Data Protection Act 2018 (and any amendments thereto) and the Privacy and Electronic Communications Regulations.

16.3 “personal data” means personal data as defined in the UK GDPR.

16.4 For complete details of the Business’s collection, processing, storage, and retention of personal data, including, but not limited to, the legal basis or bases for using personal data and how to exercise them, and details of the Temporary Worker’s personal data sharing, please refer to the Employment Business’s Privacy Policy (insert location)>>.

17. Severance

In the event that one or more provisions of the contract between the Employment Business and the Temporary Worker is found to be unlawful, invalid or otherwise unenforceable, the remainder of the provisions of that contract shall be valid and enforceable.

18. No Waiver

The Parties agree that no failure to enforce the performance of any provision in the contract shall constitute a waiver of the right to subsequently enforce that provision of that contract. Such failure shall not be deemed a breach of the preceding or subsequent breach of the contract.

19. Third Parties

No provision of the contract shall be enforceable by any person other than the Employment Business and the Temporary Worker [or <<describe any other parties>>] who is not a party to these Terms and Conditions (Rights of Third Parties) Act 1999 including any amendments thereto.

20. Law and Jurisdiction

20.1 The contract between the Employment Business and the Temporary Worker shall be governed by and construed in accordance with, the laws of England and Wales.

20.2 [Any dispute, controversy or claim between the Parties relating to the contract between the Employment Business and the Temporary Worker shall be referred to the jurisdiction of the courts of England and Wales.]

Insert the full name of the Employment Business and its registered office address and conditions]