

© Simply-docs – TR.EA.04 Employment Busine

TERMS AND CONDITIONS

e context otherwise requires, the

irs applicable to a particular

od of work for which the upplied to a Client;

or company including any ies to whom the Temporary ith a view to the Temporary emporary Worker on an

of Employment Business>> a <<insert country of registration>> company registration number>> is at <<insert address of

ngent and future intellectual a but not limited to copyright, arks, design rights (whether red), patents, know-how, trade -up, database rights and any tection or registration or these and extensions thereof existing in hether now known or in the future

out of Chapter IV of the Patents Act 1988;

ht to the Temporary Worker as

ork finding and representation e Employment Business;

eking temporary work es to use the Services of the

contract which shall be agreed

plied by the Employment h by the Temporary Worker and

the Employment Business with Terms and Conditions and the

Representation Let attached to these T other terms and Representation Let attached to these T in writing by a <<ins

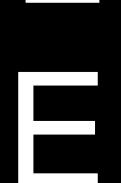
- 2.2 The Employment E have entered into Representation Let attached to these T the Temporary V Representation Offe
- 2.3 No contract betwee additional to or oth deemed to exist (be any time be express
- 2.4 Nothing in the contr Worker shall creat Business and the T the Client notwithsta
- 2.5 At the same time a Employment Busine Hirer, and if applica to commence and t work, location and required to work, th payable by or to the to the Client in rela to prevent or contro and any authorisa considers necessar

3. The Representation Offer

- 3.1 The Representation between the Emplor a copy of these Ter
- 3.2 Details of the natu contained within the
- 3.3 The Representation Worker for a perio accept the Represe Offer shall lapse an
- 4. The Services
 - 4.1 The Employment I business in accord Conduct of Employr
 - 4.2 The Employment matters relating to agreements relevan







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

Terms and Conditions and the terms set out in any Schedule it no other or further terms) upon conditional acceptance of the

ness and the Temporary Worker in sub-Clause 2.2 above shall be at any other time) save as may at em.

ment Business and the Temporary ment between the Employment ween the Temporary Worker and erred to in sub-Clause 5.1 below.

red to the Temporary Worker the borary Worker of the identity of the siness, the date the Assignment is tion of the Assignment, the type of he Temporary Worker would be hat will be paid and any expenses y risks to health and safety known ind the steps the Client has taken experience, training, qualifications a professional body the Client y law to work in the Assignment.

tails of the proposed relationship Temporary Worker and shall have red thereto.

the Temporary Worker shall be

for acceptance by the Temporary If the Temporary Worker fails to t time period the Representation acceptance.

the Services as an employment nent Agencies Act 1973 and the resses Regulations 2003.

nt the Temporary Worker in all ments and all negotiations and

Conditions

2

5. Payment

- 5.1 All wages due to t shall be calculated shall be based upo National Insurance
- 5.2 Payment of wages shall be made up Business of a comp
- 5.3 In the event that a Temporary Worker Failure to cooperate wages to the Tempo
- 5.4 The Employment B Temporary Worker payments by the Cli

6. The Employment Busines

- 6.1 The Employment Bucare, commensurate in accordance with including but not lim
- 6.2 The Employment Assignments for the
- 6.3 The Employment B find or secure a su no obligation to find
- 6.4 The Employment B Clients deal with t manner; however, t conduct of Clients.

7. The Temporary Worker's

- 7.1 Where specific exp the Client, by law o provide up-to-date o the start of an Assi also grant permiss evidence to the Clie
- 7.2 The Temporary Wo Employment Busine
- 7.3 The Temporary Wo of their ability during Client, and shall re fellow workers.
- 7.4 The Temporary Wo any variation agree event that such wo time, the Employme
- 7.5 The Temporary We reasonable reques

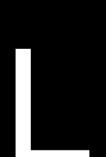
© Simply-docs – TR.EA.04 Employment Busine













Ind the payment intervals thereof ent of an Assignment. Such wages ubjected to deductions for PAYE, ther deductions required by law.

the Employment Business the Client to the Employment eet in accordance with Clause 8.

are contested by the Client, the st in the resolution of any dispute. esult in a delay in the payment of

d, delay or in any way alter the any non-receipt or alteration of usiness.

Services with reasonable skill and employment business sector and actice and statutory requirements ers Regulations 2010.

our to find and secure suitable

ee that there will be or that it will Temporary Worker and is under ignment.

onable endeavours to ensure that n a reasonable and professional s accepts no responsibility for the

nd authorisations are required by ody, the Temporary Worker shall the Employment Business prior to ply. The Temporary Worker shall t Business to supply any such

ept any Assignment offered by the

endeavours to perform to the best vide reasonable cooperation to the purteous to the Client and to their

Agreed Working Hours subject to ary Worker and the Client. In the d 48 hours per week at any given fied of this by the Client.

the Assignment comply with all ers given by the Employment

Business and comp accept the direction

- 7.6 The Temporary Wo such rules and regu the Temporary Wor
- 7.7 The Temporary Wo such general work specifically related Worker fully aware
- 7.8 The Temporary We interests of the Emp which could bring t and/or which resu Employment Busine
- 7.9 If, either before or o becomes aware o Assignment, they s
- 7.10 If any conflict of inte to the Client, the during the Assign Employment Busine

8. Timesheets

- 8.1 The Employment Temporary Worker hours worked by the
- 8.2 In the absence of period of <<insert p</p>
- 8.3 Timesheets shall t interval e.g. week Temporary Worker Business shall red Temporary Worker Timesheets to the E
- 8.4 If the Temporary W worked that is supp

9. Sickness, Absence and L

- 9.1 In the event that th injury or illness for a
 - 9.1.1 the Employr Temporary V
 - 9.1.2 [the Assignn by that perio
- 9.2 The Temporary Wo the Working Time R Regulations 2010.
- 9.3 Annual leave shal minimums.] OR

© Simply-docs - TR.EA.04 Employment Busine













structions given by the Client, and of the Client.

e Assignment fully comply with all Ith and safety as the Client makes tart of the Assignment.

Assignment fully comply with all and procedures (including those the Client makes the Temporary pnment.

n any conduct detrimental to the r the Client including any conduct s and/or the Client into disrepute tom or business by either the

ssignment, the Temporary Worker by may not be suitable for an nt Business without delay.

stance which would be detrimental or the Temporary Worker arises Worker must inform both the

sheets to be completed by the tin order to verify the number of

ontrary, Timesheets shall cover a

emporary Worker on a <<insert eets must be presented by the by the Client, and the Employment them and return them to the submit the completed, signed

uce any evidence relating to hours t, they must do so forthwith.

bsent from an Assignment due to e:

ninister Statutory Sick Pay to the

the total number of days covered

annual leave in accordance with here relevant the Agency Workers

a in accordance with [statutory where this exceeds statutory

minimums>>.]

9.4 If there is any confli Workers Regulatio prevail.

10. Intellectual Property

- 10.1 Any and all Intellec course of any Assig and be assigned to all necessary Intellec required either by la of this Clause 10.
- 10.2 The Temporary W work created by the

11. Liability

The Employment Business profit, business or revenu indirect or consequential lo

<u>12.</u> Indemnity

- 12.1 The Temporary Wo claim, loss, damage be paid to a third obligations under th any additional term Conditions].
- 12.2 The indemnity set o the Employment Bu
 - 12.2.1 Notify the Te claim, loss o
 - 12.2.2 Consult with dealing with
 - 12.2.3 Make no ag without the p not to be uni
- 12.3 [Notwithstanding th Temporary Worker the Temporary Wor

13. Termination

- 13.1 Subject to the remains the Employment But Term which shall boot of the Contract.
- 13.2 The Employment between the Employand subject to its s take effect followin time] OR [Such tern Worker shall be req

© Simply-docs - TR.EA.04 Employment Busine













s of this Clause 9 and the Agency Workers Regulations 2010 shall

the Temporary Worker during the to solely and exclusively vest in ary Worker shall execute any and ents and any other documentation der to give effect to the provisions

ly waive all Moral Rights in any

Temporary Worker for any loss of s of anticipated savings; or any

Employment Business against any nt, costs or expenses which may mporary Worker's breach of their ns or the Representation Letter [or lule attached to these Term and

all apply provided that in all cases

n as is reasonably possible of any

as to the action to be taken in

party for the payment of any sum mporary Worker, such agreement

ause 12, the total liability of the en the Employment Business and <insert sum>>.]

Clause 13, the contract between ary Worker shall continue for the arties prior to the commencement

right to terminate the contract e Temporary Worker at any time by reason. [Such termination shall Assignment taking place at the t immediately, and the Temporary hent taking place at the time].

- 13.3 The Temporary Wo the Employment Bu at least <<insert p following the comp otherwise agreed p
- 13.4 Either Party has th Business and the T
 - 13.4.1 has commi Employment is capable exercisable days after a
 - 13.4.2 goes into ba for the p amalgamatic any part of it
- 13.5 Any and all obligation continue beyond the between the Emploistermination under the termination under termination u

14. Force Majeure

Neither Party to the contra Worker shall be liable for thereunder where such fail that is beyond the reas circumstance includes, but failure, industrial action, pandemic or other natur governmental action or any of the Party in question.

15. Notices

- 15.1 All notices under t Temporary Worker or on behalf of, a du
- 15.2 Notices shall be de
 - 15.2.1 when delive registered m
 - 15.2.2 when sent, generated;
 - 15.2.3 on the fifth ordinary ma
- 15.3 All notices under address or e-mail a

16. How We Use Your Person

16.1 All personal data t processed, and he Legislation and the to te ry W Such ent rker contr iately h of orary









o terminate the contract between ry Worker at any time upon giving such termination shall take effect ent taking place at the time or rker giving such notice.

contract between the Employment ately if the other:

of the contract between the orary Worker, unless such breach se the right to terminate will be ed to remedy the breach within 14

her voluntary or compulsory (save e corporate reconstruction or pointed in respect of the whole or

either expressly or by their nature tion or expiration of the contract Temporary Worker shall survive

hent Business and the Temporary erforming any of their obligations any event, cause or circumstance Party. Such event, cause or failure, Internet Service Provider storms, earthquakes, epidemic, cts of terrorism, acts of war, ar event that is beyond the control

e Employment Business and the e deemed duly given if signed by, ne Party giving the notice.

given:

ier or other messenger (including siness hours of the recipient; or

and a successful return receipt is

g mailing, if mailed by national

e addressed to the most recent er Party.

n)

siness may use will be collected, he provisions of Data Protection ts thereunder.

Conditions

© Simply-docs – TR.EA.04 Employment Busine

- 16.2 "Data Protection Le to time in the Un including, but not lin regulations made Communications Re
- 16.3 "personal data" mea
- 16.4 For complete deta storage, and reter purpose(s) for whic it, details of the Te personal data sha Business's Privacy

17. Severance

In the event that one o Employment Business and otherwise unenforceable, t remainder of the provision contract shall be valid and

18. No Waiver

The Parties agree that no provision in the contract subsequently enforce that failure shall not be deeme and shall not constitute a c

19. Third Parties

No provision of the contra Worker [or <<describe an between the parties>>] sh who is not a party to these Parties) Act 1999 including

20. Law and Jurisdiction

- 20.1 The contract betwe (including any non associated therewit the laws of England
- 20.2 [Any dispute, contr to the contract betw (including any nonassociated therewit and Wales.]

Inse









cable legislation in force from time to data protection and privacy the Data Protection Act 2018 (and the Privacy and Electronic ded.

ned in the UK GDPR.

Business's collection, processing, ncluding, but not limited to, the the legal basis or bases for using and how to exercise them, and please refer to the Employment Insert location>>.

hs of the contract between the is found to be unlawful, invalid or hall be deemed severed from the remainder of provisions of that

b enforce the performance of any nstitute a waiver of the right to provision of that contract. Such preceding or subsequent breach

hent Business and the Temporary taining provisions of the contract or be enforceable by any person nder the Contract (Rights of Third bt the Client.

iness and the Temporary Worker obligations arising therefrom or and construed in accordance with,

claim between the Parties relating siness and the Temporary Worker d obligations arising therefrom or risdiction of the courts of England

rm and conditions]

Ε