

**EA ASSOCIATES TERMS OF ENGAGEMENT FOR
TEMPORARY CONTRACTORS (CONTRACT FOR SERVICES)**

Version: 2.0

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1. DEFINITIONS AND INTERPRETATIONS

1.1 – In these Terms of Business the following definitions apply:

- “Actual Rate of Pay”** means, unless and until the Temporary Contractor 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 Contractor 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;
- “Agency Workers Regulations”** means the Agency Workers Regulations 2010
- “Agreed Deductions”** means any deductions the Temporary Contractor has agreed can be made from their pay;
- “Assignment”** means assignment services to be performed by the Temporary Contractor for the Client for a period of time during which the Temporary Contractor is supplied by the Company 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 Contractor 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 Company 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 Temporary Contractor or any third party in relation to the Assignment by the Client or the Company or by a third party on behalf of 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;

“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 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 "Controls" and "Controlled" shall be construed accordingly;

“Data Protection Laws”

means the Data Protection Act 1998, the General Data Protection Regulations 2018, 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 Company may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 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;

“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 Contractor 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;

“Company”

means Eldridge Andrews Associates Limited (trading as EA Associates, company number 13317846), inclusive of any subsidiary and/or associated company, who are acting in the capacity of an employment business as defined by the Employment Agencies Act for the supply of temporary staff;

“Engagement”

means the engagement, employment or use of the Temporary Contractor by the Client or any third party to whom the Temporary Contractor 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 Contractor 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:

- i. the Temporary Contractor has worked in any assignment in the same role with the relevant Client as the role in which the Temporary Contractor 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 Temporary Contractor 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);

“Hourly Rate”

means £[x per hour/per day] being the minimum rate of pay (subject to Deductions) that the Company reasonably expects to achieve, for all hours worked by the Temporary Contractor;

“Introduction Fee”

means the fee payable by the Client to the Company in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;

“Leave Year”

means the period during which the Temporary Contractor accrues and may take statutory leave commencing on 1st April and runs until the anniversary of that date;

“Period of Extended Hire”

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

“Qualifying Period”

means 12 continuous Calendar Weeks during the whole or part of which the Temporary Contractor 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 <u>last</u> day on which the Temporary Contractor worked for the Client having been supplied by the Company; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Temporary Contractor worked for the Client having been supplied by Company 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 Contractor”	means [name and address of Temporary Contractor] supplied by the Company to provide services to the Client;
“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;
“Type of Work”	means [insert the type of work you expect to supply the Temporary Contractor into]; and
“Working Time Regulations”	means the Working Time Regulations 1998

- 1.2 –** Unless the context requires otherwise, references to the singular include the plural. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended, re-enacted or consolidated from time to time and all statutory instruments or orders made pursuant to it.
- 1.3 –** The headings contained in these Terms of Business are for convenience only and do not affect their interpretation
- 1.4 –** Any reference made to AWR relates solely to any Temporary Contractor who falls within the definition of an Agency Worker as detailed at Regulation 3 of the AWR. For the avoidance of doubt, personnel employed under a subcontract agreement will be exempt from the regulations in accordance with Regulation 3(1)(b).
- 1.5 –** Nothing in these Terms shall render the Company or any Temporary Contractor to be an employee, worker or partner of the Client.
- 1.6 –** 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 contract between the Company and the Client and are deemed to be accepted by the Client by virtue of the acceptance of services from us, or request for, interview with or

Engagement of a Temporary Contractor or the passing of any information about the Temporary Contractor to and third party following an Introduction.

- 2.2 –** Unless otherwise agreed in writing by a Director the Company, these terms contain the entire agreement between the parties and these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client or the Temporary Contractor, even if this is subsequent to these Terms of Business being brought to the Client's or Temporary Contractor's attention. These terms shall govern all Assignments undertaken by the Temporary Contractor. However, no contract shall exist between the Company and the Temporary Contractor between Assignments.
- 2.3 –** No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company and the Temporary Contractor and set out in writing and a copy of the varied terms is given to the Temporary Contractor 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 Company shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) (as amended) when introducing or supplying the Temporary Contractor for Assignments with its Clients.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1 –** The Company will endeavour to obtain suitable Assignments for the Temporary Contractor to perform the agreed Type of Work. The Temporary Contractor shall not be obliged to accept any Assignment offered by the Company.
- 3.2 –** The Temporary Contractor 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 Company; and
 - 3.2..2 –** the Company shall incur no liability to the Temporary Contractor 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 Contractor the Company shall provide the Temporary Contractor 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 Contractor would be required to work;
 - 3.3..4 –** the Hourly Rate that will be paid and any expenses payable by or to the Temporary Contractor;

- 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
- 3.3.6 –** what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment
- 3.4 –** Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:

 - 3.4.1 –** the Temporary Contractor is being offered an Assignment in the same position as one in which the Temporary Contractor has previously been supplied within the previous 5 business days and such information has already been given to the Temporary Contractor 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 Contractor before and remains unchanged, the Company 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 Company shall provide such information set out in clause 3.3 to the Temporary Contractor in paper or electronic 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 Contractor 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 Contractor commences the first Assignment.
- 3.7 –** If, before or during an Assignment or during the Relevant Period, the Client wishes to Engage the Temporary Contractor directly or through another Company, the Temporary Contractor acknowledges that the Company will be entitled either to charge the Client a Introduction Fee or to agree a Period of Extended Hire with the Client at the end of which the Temporary Contractor may be Engaged directly by the Client or through another Company without further charge to the Client. In addition the Company will be entitled to charge a Introduction Fee to the Client if the Client introduces the Temporary Contractor to a third party (other than another Company) who subsequently Engages the Temporary Contractor, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8 –** If the Temporary Contractor 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 Contractor is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency 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).

4. TEMPORARY CONTRACTOR'S OBLIGATIONS

- 4.1 –** The Temporary Contractor is not obliged to accept any Assignment offered by the Company but if the Temporary Contractor 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 Contractor 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 Company and/ or Client which includes any conduct which could bring the Company and/or the Client into disrepute and/or which results in the loss of custom or business by either the Company or the Client;
 - 4.1.5 –** not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Company' 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 Company' 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 Company, return to the Client or where appropriate, to the Company, any Client property or items provided to the Temporary Contractor 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 Contractor accepts any Assignment offered by the Company, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Company' request, the Temporary Contractor undertakes to:
- 4.2.1 –** inform the Company 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 Contractor has worked in the same or a similar role with the relevant Client via any third party and which the Temporary Contractor believes count or may count toward the Qualifying Period;

- 4.2.2 – provide the Company 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 Company; and
- 4.2.3 – inform the Company 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 Contractor is unable for any reason to attend work during the course of an Assignment s/he should inform the Company within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Company within these timescales, the Temporary Contractor should alternatively inform the Client and then the Company as soon as possible.
- 4.4 – If, either before or during the course of an Assignment, the Temporary Contractor becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Company without delay.
- 4.5 – The Temporary Contractor acknowledges that any breach of his/her obligations set out in this clause may cause the Company to suffer loss and that the Company reserves the right to recover such losses from the Temporary Contractor.

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 Contractor shall deliver to the Company 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 Company shall pay the Temporary Contractor for all hours worked regardless of whether the Company has received payment from the Client for those hours.
- 5.3 – Where the Temporary Contractor fails to submit a properly authenticated timesheet the Company shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Contractor 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 Contractor. The Company shall make no payment to the Temporary Contractor for hours not worked.

5.4 – For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Contractor'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 Contractor'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 Company may make for the purpose of compliance with the Agency Workers Regulations.

6. REMUNERATION

6.1 – The Company shall pay to the Temporary Contractor the Actual Rate of Pay unless and until the Temporary Contractor 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.

6.2 – If the Temporary Contractor 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 Company shall pay to the Temporary Contractor:

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.

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 Contractor is not entitled to receive payment from the Company or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

6.4 – If the Temporary Contractor 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 Temporary Contractor may be entitled to receive a bonus. The Temporary Contractor will comply with any requirements of the Company and/or the Client relating to the assessment of the Temporary Contractor's performance for the purpose of determining whether or not the Temporary Contractor is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the Temporary Contractor is entitled to receive a bonus, the Company will pay the bonus to the Temporary Contractor.

7. ANNUAL LEAVE

7.1 – The Temporary Contractor 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 **7.1** accrues in proportion to the amount of time worked by the Temporary Contractor on Assignment during the Leave Year.
- 7.3 –** Under the Agency Workers Regulations, on completion of the Qualifying Period the Temporary Contractor may be entitled to paid and/or unpaid annual leave in addition to the Temporary Contractor's entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses **7.1** 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.
- 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 Contractor is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5 –** If the Temporary Contractor wishes to take paid leave during the course of an Assignment s/he should notify the Company 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 Company may require the Temporary Contractor to take paid annual leave at specific times or notify the Temporary Contractor of periods when paid annual leave cannot be taken. Where the Temporary Contractor has given notice of a request to take paid annual leave in accordance with this clause, the Company may give counter-notice to the Temporary Contractor to postpone or reduce the amount of leave that the Temporary Contractor wishes to take. In such circumstances the Company will inform the Temporary Contractor 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 Contractor 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 Contractor has worked on Assignment. (Payments for annual leave will be calculated on the basis of rates paid during the Client's normal working hours i.e. those which do not attract overtime rates of pay)
- 7.7 –** Subject to clause **7.3**, in the course of any Assignment during the first Leave Year, the Temporary Contractor is entitled to request leave at the rate of one-twelfth of the Temporary Contractor's total holiday entitlement in each month of the leave year.
- 7.8 –** **Choose either Option A or B**

A: 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 Contractor does not work on that day, then subject to the Temporary Contractor having accrued entitlement to payment for leave in accordance with clause **7.2** or clause **7.3** (if applicable), **that day shall count as part of the Temporary Contractor's paid annual leave entitlement.**

B: 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 Contractor does not work on that day, then subject to the Temporary Contractor having accrued entitlement to payment for leave in

accordance with clause 7.2 or clause 7.3 (if applicable), the Temporary Contractor 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 Contractor 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 Contractor may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

8.2 – The Temporary Contractor is required to provide the Company 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 Contractor submits a Statement of Fitness for Work (“the Statement”) or similar medical evidence, which indicates that the Temporary Contractor may, subject to certain conditions, be fit to work/return to work, the Company will in its absolute discretion determine whether the Temporary Contractor will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Company may consult with the Client and the Temporary Contractor 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 Contractor's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Temporary Contractor 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 Company, the Temporary Contractor or the Client may terminate the Temporary Contractor's Assignment at any time without prior notice or liability.

9.2 – The Temporary Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Company and the Client. In the event that the contract between the Company and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Temporary Contractor (save for payment for hours worked by the Temporary Contractor up to the date of termination of the Assignment).

9.3 – If the Temporary Contractor does not inform the Client or the Company 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 Contractor in accordance with clause 9.1, unless the Temporary Contractor can show that exceptional circumstances prevented him or her from complying with clause 4.3.

- 9.4 –** If the Temporary Contractor 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 Company will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Temporary Contractor was assigned is no longer available.
- 9.5 –** If the Temporary Contractor does not report to the Company to notify his/her availability for work for a period of 3 weeks, the Company will forward his/her P45 to his/her last known address.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 –** The Temporary Contractor 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 Contractor shall execute all such documents and do all such acts as the Company 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 Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Contractor 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 Company 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 Company with the exception of information already in the public domain;
- 11.1.2 –** to deliver up to the Client or the Company (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 Company as appropriate.

12. DATA PROTECTION

- 12.1 –** The Temporary Contractor 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 Company or the Client to breach any Data Protection Laws.

12.2 – The Temporary Contractor consents to the Company, any other intermediary involved in supplying the services of the Temporary Contractor 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

13.1 – 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

14.1 – 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

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

16. ACCEPTANCE

16.1 – Once you have received this document, any act by you of accepting an Assignment from us, or using in any way information from us relating to your status as a Temporary Contractor, is deemed to be and shall constitute your acceptance of these Terms of Business.

For the records of both the Company and the Temporary Contractor:

Signature

Print Name

Date

SCHEDULE 1 – “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 Contractor has started working during an assignment and there is a break, either between assignments or during an assignment, when the Temporary Contractor 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 Contractor 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 Company, the Temporary Contractor 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 Contractor returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Temporary Contractor 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 Contractor 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 Contractor returns to work in the same role with the Client, any weeks during which the Temporary Contractor 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 Contractor works for the Client after the break. In addition, when calculating the number of weeks during which the Temporary Contractor has worked, where the Temporary Contractor 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 Contractor 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 Contractor 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 Agency 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:



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- (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.