

CONTRACT FOR SERVICES FOR TEMPORARY P.A.Y.E WORKERS - TERMS OF ENGAGEMENT

1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply: –

“Assignment”	means the period during which the Temporary Worker is supplied to render services to the Client;
“AWR”	means the Agency Workers Regulations 2010;
“Client”	means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 2006;
“Confidential Information”	information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client, the Employment Business for the time being confidential to the Client, the Employment Business and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or the Employment Business or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts including (but not limited to) information that the Temporary Worker creates, develops, receives or obtains in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked confidential.
“Employment Business”	means Mane Contract Services Ltd of 3 rd Floor, 6 Hercules Way, Watford, Hertfordshire, WD25 7GS;
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
“Other Qualifying Period Payment”	means any remuneration payable to the Temporary Worker (other than the Qualifying Period Rate of Pay), which is not excluded by virtue of regulation 6 AWR, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by the

	Temporary Worker and not linked to a financial participation scheme (as defined by the AWR);
“Qualifying Period”	means 12 continuous calendar weeks, as defined in regulation 7 of the AWR, subject always to regulations 8 and 9 of the AWR;
“Qualifying Period Rate of Pay”	means the rate of pay that will be paid to the Temporary Worker on completion of the Qualifying Period, if this rate is higher than the remuneration outlined at clause 4.1. Such rate will be paid for each hour worked during the Assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions that the Employment Business is required to make by law and to any deductions that the Temporary Worker has specifically agreed can be made;
“Relevant Period”	means the longer period of either 14 weeks from the ¹ first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client;
“Relevant Terms and Conditions”	means the relevant terms and conditions as defined in regulation 6 of the AWR that apply once the Temporary Worker has completed the Qualifying Period; and
“Data Protection Legislation”	means the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.
“Temporary Worker”	means individual name stated on Assignment Details who is supplied to the Client by Employment Business on a PAYE basis under a contract for services.

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker’s remuneration in accordance with clause 4.1.

2.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

¹ The ‘first day’ will be the first occasion on which a Temporary Worker is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment

- 2.3 The Temporary Worker acknowledges that the Employment Business will comply at all times with the Finance Act 2014, and any subsequent legislation, which may result in certain adjustments to this Agreement from time to time in order to ensure compliance.

3. ASSIGNMENTS

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker. The Employment Business is not obliged to offer an Assignment to the Temporary Worker and the Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work, and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.
- 3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the Assignment is to commence and the duration or likely duration of the Assignment; the position the Client seeks to fill, including the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Temporary Worker 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 the day on which the Assignment was offered to the Temporary Worker, save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.
- 3.5 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be or the date on which the Temporary Worker commences the first Assignment.
- 3.6 If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or completes the Qualifying Period during the relevant Assignment the Temporary Worker will be informed of the Qualifying Period Rate of Pay, if different from the remuneration outlined at clause 4.1 below, together with the Other Qualifying Period Payments and the other Relevant Terms and Conditions to which the Temporary Worker is now entitled under the AWR.
- 3.7 If the Temporary Worker considers that they have not received the Relevant Terms and Conditions on completion of the Qualifying Period, the Temporary Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of their concerns. The Employment Business shall, within 28 days of receiving such request, provide the Temporary Worker with a written statement setting out:
- a) relevant information relating to the basic work and employment conditions of the workers of the Client;
 - b) the factors that the Employment Business considered when determining such basic work and employment conditions;
 - c) where the Employment Business seeks to rely on the defence in regulation 5(3) of the AWR, relevant information which:
 - i. explains the basis on which it is considered that an individual is a comparable employee;
 - and

ii. describes the basic work and conditions which apply to that employee.

3.8 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

4 REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at an hourly or daily rate as confirmed within each assignment details, for each hour or day worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

4.3 The Employment Business will comply with its auto-enrolment obligations (if any) as required by the Pensions Act 2008 and associated legislation.

5 STATUTORY LEAVE

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences *on the date that the Temporary Worker starts an Assignment or a series of Assignments.*

5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 5.6 weeks paid leave per year, equivalent to 28 days paid leave per leave year (unless stated differently on your assignment details). All entitlement to leave must be taken during the course of the leave year (from 6 April to 5 April) in which it accrues and none may be carried forward to the next year. Entitlement not taken in the leave year will be lost.

5.3 Where a Temporary Worker wishes to take paid leave during the course of an Assignment he/she should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that he/she wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.

5.4 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the actual working hours which the Temporary Worker has worked on Assignment. Payments for annual leave will be calculated on the basis of rates paid during the actual working hours.

5.5 In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

- 5.6 Where a Bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the Temporary Worker having accrued entitlement for payment for leave, that day shall count as part of the Temporary Worker's paid annual leave entitlement, and will need to be requested to be paid.
- 5.7 Where this contract is terminated by either party and a P45 is requested by the Temporary Worker, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.4 above. If the Temporary Worker has taken more holiday than their accrued entitlement at the end of the Assignment, the Employment Business shall be entitled to deduct the appropriate amount from any payments due to the Temporary Worker.

6 SICKNESS ABSENCE

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that he/she meets the relevant statutory criteria.

7 TIMESHEETS

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver a Timesheet or a document in the format agreed by the Client that verifies the hours or days worked that has been approved by an authorised representative of the Client to the Employment Business. The Client's own verification of hours or days worked and submitted to the Employment Business will take precedence over any document supplied by the Supplier. Such verifications must be received by the Employment Business by no later than Noon on the Tuesday following the week to which they relate.
- 7.2 Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours or days worked regardless of whether the Employment Business has received payment from the Client for those hours or days.
- 7.3 Where the Temporary Worker fails to submit a properly authorised timesheet or electronic authorisation the Employment Business shall, in a timely fashion, conduct further investigations into the hours or days worked by the Temporary Worker. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.
- 7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he/she is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.
- 7.5 The Employment Business reserves the right to make deductions from any pay due to the Temporary Worker where an overpayment has occurred, whether that error has occurred through the fault of the Employment Business, the Temporary Worker or the Client.
- 7.6 The Temporary Worker warrants and represents that the hours it records and sends into the Employment Business are true and accurate. Temporary Worker acknowledges that it is a criminal offence to falsify any timesheet, including but not restricted to, claiming work was performed for hours that it was not. The Employment Business reserves the right to take legal action against the Temporary Worker.

8 CONDUCT OF ASSIGNMENTS

- 8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he/she does so, during every Assignment and afterwards where appropriate, he/she will: –

- a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - b) Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) of which the Temporary Worker has been informed or which the Temporary Worker might reasonably be expected to ascertain;
 - c) 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;
 - d) Not engage in any conduct detrimental to the interests of the Employment Business or the Client;
 - e) Notify the Employment Business immediately in the event that the Temporary Worker is required to work in dangerous work environment or where he/she believes that he/she or other workers is at risk of death or personal injury in using any equipment or in not being given the correct equipment or by reason of any other matter in the work environment.
- 8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.
- 8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

9 TERMINATION

- 9.1 An Assignment may be terminated by either the Employment Business or the Temporary Worker by giving the other party 1 days' notice.
- 9.2 The Temporary Worker's failure to inform the Client or the Employment Business in accordance with clause 8.2 of their inability to attend work during the course of an Assignment will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9.1 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 9.1.
- 9.3 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1 or 9.2 above the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 9.4 If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of four weeks, the Employment Business will electronically forward his/her P45 to the email address held.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Temporary Worker acknowledges that all Intellectual Property Rights deriving from services carried out by the Temporary Worker for the Client during the Assignment shall belong to the Client. Accordingly, the Temporary Worker shall execute all such documents and do all such acts at the Employment Business and/or the Client shall from time to time require in order to give effect to the Client's rights pursuant to this clause.

11 CONFIDENTIALITY

- 11.1 In order to protect the confidentiality and trade secrets of the Employment Business and the Client, the Temporary Worker agrees not at any time:
- a) whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of their duties), to disclose to any

person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business; or

- b) to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or the Employment Business except when required to do so in the course of the Temporary Worker's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Client or the Employment Business, as appropriate.

11.2 The restriction in clause 11.1 does not apply to:

- a) any use or disclosure authorised by the Client or the Employment Business or as required by law a court of competent jurisdiction or any governmental or regulatory authority; or
- b) any information which is already in, or comes into, the public domain otherwise than through the Temporary Worker's unauthorised disclosure; or
- c) the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

11.3 At the end of each Assignment or on request the Temporary Worker agrees to deliver up to the Client or the Employment Business (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client which are in its possession, including any data produced, maintained or stored on the Client's computer systems or other electronic equipment.

12 DATA PROTECTION

12.1 Both parties will comply with all applicable requirement of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Mane is a Data Controller and the Client is a Data Controller (where Data Controller has the meanings as defined in the Data Protection Legislation).

12.3 The Employment Business has published its Privacy Policy on its corporate website; www.mane.co.uk and would expect the Temporary Worker to read the policy and check back for any revisions from time to time. Any questions or concerns regarding adherence to the Employment Business' policy or the Data Protection Legislation should be directed to the Employment Business' HR Manager.

12.4 The Temporary Worker consents to the Employment Business and the Client holding and processing data relating to them for legal, personnel, administrative and management purposes.

12.5 The Temporary Worker consents to the Employment Business and the Client making such information available to the Client, those who provide products or services to the Employment Business (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Employment Business or any part of its business.

12.6 The Temporary Worker consents to the transfer of such information outside the European Economic Area for purposes connected with the performance of this agreement.

12.7 Should the need arise to process "sensitive personal data" as defined in the General Data Protection Regulations ((EU) 2016/679), consent will be sought prior to requesting or processing. This may include, as appropriate:

- a) information about their physical or mental health or condition to monitor sick leave and take decisions as to their fitness for work;
- b) their racial or ethnic origin or religious or similar beliefs to monitor compliance with equal opportunities legislation; and
- c) information relating to any criminal proceedings in which they have been involved for insurance purposes and to comply with legal requirements and obligations to third parties
- d)

13 ENTIRE AGREEMENT

13.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty that is not set out in this agreement.

14 LAW

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

A handwritten signature in black ink, appearing to read 'L. Red', is positioned above a horizontal line.

Signed on behalf of the Employment Business

Signed on behalf of the Temporary Worker