

## 1. Terms of Engagement of a Temporary Worker

Within this contract for services under which Search Consultancy Limited (Company No. SC105640) ("**Search**") engages the individual named in the Assignment Schedule (the "**Temporary Worker**") for the supply of their services to Clients, the following definitions will apply:

### 1.1 *Definitions and interpretation*

**"Additional Paid Holiday Entitlement"** means additional paid leave to which the Temporary Worker may be entitled as set out in the Assignment Schedule.

**"Agreed Deductions"** means any deductions the Temporary Worker has agreed can be made from their pay.

**"Agreement"** means the agreement between Search and the Temporary Worker comprising the terms set out in this document including any Schedule relating to the relevant Assignment.

**"Applicable Laws"** means all laws, statutes, regulations, directives, by-laws, rules, codes of practice, guidance with statutory force and legally binding requirements of any relevant government, regulatory or supervisory body which apply from time to time to: (a) Search; (b) the Temporary Worker; and/or (c) the Assignment or the performance of the Services, in the country in which the Temporary Worker is engaged and in any country where the Services are carried out.

**"Application Documents"** means any documentation, application form or other written information provided by the Temporary Worker to Search about the experience, training, qualifications, authorisations and general suitability of the Temporary Worker for performing the Services.

**"Assignment"** means each work assignment from time to time agreed by the parties in accordance with the Agreement, the details of which shall be sent out in the form of an Assignment Schedule.

**"Assignment Schedule"** means the information provided in the form set out in Schedule 1 confirming the details of the Assignment in respect of which the Temporary Worker's services are engaged.

**"AWR"** means the Agency Workers Regulations 2010 as amended and updated from time to time.

**"Business Day"** means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

**"Calendar Week"** means a period of seven consecutive days starting on Monday and ending on Sunday.

**"Client"** means the Client named in the Assignment Schedule.

**"Client's Systems"** means Systems made available by the Client to the Temporary Worker for use in relation to the Services.

**"Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended and updated from time to time.

**"Confidential Information"** means all information (in any form) relating to Search, any Search Group Company or any Client, their business, affairs, customers, clients, suppliers, products, services, operations, processes, plans, know-how, trade secrets, software, data, designs, price lists, financial information, marketing information or technical information which is disclosed to the Temporary Worker or which the Temporary Worker obtains in connection with any Assignment, whether before or after the date of the Agreement, whether marked or identified as confidential or not, and whether disclosed directly or indirectly, but excluding any information which: (a) is or becomes publicly available other than through the Temporary Worker's breach of the Agreement; (b) was lawfully in the Temporary Worker's possession before disclosure; or (c) is lawfully disclosed to the Temporary Worker by a third party without obligation of confidentiality.

**"Data Protection Laws"** means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018 ("DPA"); and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time.

**"Deductions"** means any deductions which Search 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.

**"End Date"** means as set out in the relevant Assignment Schedule.

**"End User"** means any client or customer of the Client for whom, or at whose premises, the Services are performed under the Agreement.

**"First Assignment"** means the relevant Assignment; or, if, before the relevant Assignment the Temporary Worker has worked in the same role as the role (for the same Client) in which the Agency Worker works in the relevant Assignment and the relevant Qualifying Period started in any such assignment, then that assignment. For the purposes of this definition only, an "assignment" means a period of time during which the Temporary Worker is supplied to the relevant Client by one or more Temporary Work Agencies (as defined in Regulation 4 of AWR) to work temporarily for, and under the supervision and direction of, the relevant Client.

**"Good Industry Practice"** means the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a suitably skilled and experienced person engaged in the same type of Services, applying the best standards currently generally applied in the healthcare industry.

**"Group"** means, in relation to Search and the Client, any company, partnership, or entity that directly or indirectly controls, is controlled by, or is under common control with Search or the Client. **"Control"** means owning more than 50% of the voting rights or the power to direct management.

**"Holiday Year"** means the period of 12 months running from the date on which the Temporary Worker starts an Assignment or series of Assignments pursuant to the Agreement until the anniversary of that date.

**"Intellectual Property"** means any and all patents, inventions, rights to inventions, copyright and related rights, trade marks, service marks, trade names, domain names, rights in get-up and trade dress, rights in designs, database rights, rights in confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights which subsist now or in the future in any part of the world and the term "Intellectual Property Rights" shall be construed accordingly.

**"Losses"** means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

**"Minimum Payment Rate"** means the National Living Wage/National Minimum Wage (whichever applies) as amended from time to time which is the minimum rate of pay which Search expects to pay the Temporary Worker for each hour worked during an Assignment (to the nearest quarter hour).

**"Pay"** means "pay" as defined under Regulation 6(2) of the AWR.

**"Paid Holiday Entitlement"** means the Temporary Worker's entitlement to statutory paid holiday in each Holiday Year as detailed in clause 5.1.

**"Payment Rate"** means, unless and until the Temporary Worker 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) as set out in the relevant Assignment Schedule.

**"Period of Extended Hire"** means any additional period that the Client wishes the Temporary Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee.

**"Qualifying Period"** means 12 calendar weeks or more such that the Temporary Worker completes the qualifying period in accordance with AWR.

**"Qualifying Rate"** means the rate of pay which will be paid to the Temporary Worker 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 Schedule.

**"Relevant Period"** means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Temporary Worker worked for the Client having been supplied by Search; or (b) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for the Client having been supplied by Search 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.

**"Relevant Terms and Conditions"** means the basic working employment conditions to which an individual who has completed the Qualifying Period to which they would be entitled under the AWR (including pay, duration of working time night work rest periods, rest breaks and annual leave) if they were employed or engaged directly by the Client (including any variations in those relevant terms and conditions made at any time after the Qualifying Period).

**"Services"** means as set out in the relevant Assignment Schedule.

**"Start Date"** means as set out in the relevant Assignment Schedule.

**"Systems"** means telecommunications systems, IT systems and security systems.

**"Transfer Fee"** means the fee payable by the Client to Search in accordance with clause **Error! Reference source not found.**, as permitted by the Conduct Regulations.

**"Work Results"** means any item of work carried out and delivered pursuant to the Agreement as part of or arising out of the Services.

**"WTR"** means the Working Time Regulations 1998.

1.2 Where the Services are, at the request of Search or the Client, performed wholly or in material part at the premises and/or for the benefit of an End User then all references in the Agreement to the **"Client"** shall be deemed to include such End User, provided that this clause 1.2 shall be severable and shall not apply to the extent that it would otherwise render any provision of the Agreement void or unenforceable.

1.3 Each Assignment shall constitute a separate and distinct engagement between Search and the Temporary Worker on these Terms of Engagement and the relevant Assignment Schedule, together the **"Agreement"**. These Terms of Engagement shall apply to each and every Assignment undertaken by the Temporary Worker unless expressly varied in writing by the parties. In the event of any conflict or inconsistency between the Assignment Schedule and these Terms of Engagement the terms of the Assignment Schedule shall take precedence.

1.4 On receiving a copy of these Terms of Engagement from Search together with all supplementary information including the Assignment Schedule, the Temporary Worker is hereby deemed to accept and agree to be bound by the Agreement. If the Temporary Worker does not agree to any provision[s] in the Agreement, then he/she must inform Search without delay and in any event within 5 Business Days of the Start Date.

## 2. Temporary Worker's obligations

2.1 The Temporary Worker is not obliged to accept any Assignment offered by Search but if the Temporary Worker does accept an Assignment, throughout the Assignment, the Temporary Worker shall:

- (a) supply the Services in accordance with Good Industry Practice at all times taking responsibility for the way in which the Services are performed;
- (b) co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- (c) 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 Worker might reasonably be expected to ascertain;
- (d) deliver completed timesheets (in a form approved by Search and to whomever Search states the Temporary Worker shall deliver the timesheet to) 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) to indicate the number of hours worked during the preceding week (or such lesser period); and
- (i) shall contact Search immediately if it envisages or is experiencing any problems which may delay or have delayed the delivery of timesheets to the Client in accordance with this clause 2.1(d);
- (ii) acknowledges that failure by the Temporary Worker to deliver and return any timesheet may delay payment to the Temporary Worker while Search makes enquiries to verify the hours worked 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 Worker. Search shall make no payment to the Temporary Worker for hours not worked; and
- (iii) confirms that, by signing the Agreement, the Temporary Worker is aware that it could be a criminal offence to falsify any timesheet, for example by claiming that the Services were supplied for hours for which they were not in fact supplied;
- (e) provide the Services from the Start Date until the End Date during the hours set out in the Assignment Schedule;
- (f) comply with all health and safety, site and security regulations applicable at the Location(s) to the extent that they apply to the type of work required for the provision of the Services;
- (g) comply with all the Client's regulations, policies and protocols as notified by the Client, and/or Search from time to time except where such regulations and policies relate solely to employees of the Client;
- (h) comply with the Client's IT security policies and protocols when accessing or using the Client's Systems (which it may only do with the consent of the Client);
- (i) not engage in any conduct detrimental to the interests of Search or the Client, including, without limitation, any conduct likely to bring Search or the Client into disrepute;
- (j) supply to Search copies of any relevant qualifications or authorisations (including but not limited to the right to work in the UK) that the Temporary Worker is required by the Client or by law or any professional body to have in order to provide the Services to the Client;
- (k) not commit any act or omission constituting unlawful discrimination against or harassment of any member of Search's or the Client's staff;
- (l) 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 or Search;
- (m) on completion of the Assignment or at any time when requested by the Client or Search, return to the Client or where appropriate, to Search, any Client property or items provided to the Temporary Worker 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.

- 2.2 If the Temporary Worker accepts any Assignment offered by Search, then as soon as possible prior to the Start Date and during the Assignment (where relevant) and at any time at Search's request, the Temporary Worker shall:
- (a) inform Search of any Calendar Weeks prior to the Start Date and/or during the Assignment in which the Temporary Worker has worked in the same or a similar role with the relevant Client via any third party and which the Temporary Worker believes count or may count toward the Qualifying Period;
  - (b) provide Search 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 Search; and
  - (c) inform Search if the Temporary Worker has prior to the Start Date and/or during the Assignment carried out work which could be deemed to count toward the Qualifying Period because s/he has:
    - (i) completed two or more assignments with the Client;
    - (ii) completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
    - (iii) 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;
  - (d) inform Search within 1 hour of the commencement of the Assignment or shift if the Temporary Worker is unable for any reason to attend work during the course of an Assignment. In the event that it is not possible to inform Search within these timescales, the Temporary Worker should alternatively inform the Client and then Search as soon as possible;
  - (e) notify Search without delay if, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why the Temporary Worker may not be suitable for an Assignment.
- 2.3 The Temporary Worker acknowledges that any breach of the obligations set out in this clause 2 may cause Search to suffer loss and that Search reserves the right to recover such losses from the Temporary Worker.

### 3. **Assignments and Information to be provided**

- 3.1 Search will endeavour to obtain suitable Assignments for the Temporary Worker.
- 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:
- (a) the suitability of the work to be offered shall be determined solely by Search; and
  - (b) Search shall incur no liability to the Temporary Worker should it fail to offer assignments to the Temporary Worker.
- 3.3 At the same time as an assignment is offered to the Temporary Worker Search shall provide the Temporary Worker with an Assignment Schedule setting out the following:
- (a) the identity of the Client, and if applicable the nature of their business;
  - (b) the date the Assignment is to start and how long the Assignment will last or is expected to last;
  - (c) the type of work, location and hours during which the Temporary Worker would be required to work;
  - (d) the Payment Rates or (as applicable) the Qualifying Rates and any expenses payable by or to Search;

- (e) 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
  - (f) 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:
- (a) the Temporary Worker is being offered an assignment in the same position as one in which the Temporary Worker has previously been supplied within the previous 5 business days and such information has already been given to the Temporary Worker and remains unchanged; or
  - (b) 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 Worker before and remains unchanged, Search 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(b) are met but the Assignment extends beyond the intended 5 consecutive business day period, Search shall provide such information set out in clause 3.3 to the Temporary Worker 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 Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Temporary Worker commences the Assignment.

## 4. Payment and Deductions

- 4.1 Whilst on Assignment the Temporary Worker is entitled to be paid in respect of the hours that he/she works whether or not payment is received from the Client.
- 4.2 Subject to clause 2.1, Search shall pay the Temporary Worker the relevant Payment Rate or (as applicable) the Qualifying Rate as set out in the Assignment Schedule and paid by bank transfer in arrears on the last Business Day of each week.
- 4.3 The Temporary Worker shall only be entitled to receive payment at the Premium Rate where the Client has authorised the relevant work to be done at such rate.
- 4.4 Search will (as required by law) deduct PAYE income tax, any employee pension contributions and National Insurance contributions and social security levies (if any) from the Temporary Worker's pay and will remit such sums to the appropriate authorities.
- 4.5 The Payment Rate/Qualifying Rate is inclusive of all fees, bonuses, commission, or other Emoluments referable to the Assignment, whether payable under contract or otherwise, but excluding any payments or rewards to which the Temporary Worker may become entitled under the AWR. In addition, the Qualifying Rates include any Additional Paid Holiday Entitlement the Temporary Worker may be entitled to upon completion of the Qualifying Period in accordance with clause 5.3.
- 4.6 Search shall pay the Temporary Worker at the Payment Rate unless and until the Temporary Worker completes the Qualifying Period.
- 4.7 If the Temporary Worker has completed the Qualifying Period as at the Start Date or otherwise during the Assignment, Search reserves the right to adjust the Payment Rate to the amount of the Qualifying Rate.
- 4.8 Where the Temporary Worker is entitled to a performance related bonus, the Temporary Worker will comply with any requirements of Search or the Client relating to the assessment of the Temporary Worker's performance for the purpose of determining entitlement and amount of such bonus. If the Temporary Worker satisfies the relevant assessment criteria, Search will pay the Temporary Worker the bonus less any

deductions that Search is required to make by law on a conditional accelerated benefits basis and will therefore be rolled up within the Temporary Workers weekly pay.

- 4.9 Unless otherwise agreed in writing, the Temporary Worker shall not be entitled to claim from Search (or the Client) any expenses incurred in connection with the performance of the Services.
- 4.10 If Search has reason (whether at the request of the Client or otherwise) to undertake an investigation into the Temporary Worker's performance or conduct, the Assignment will be suspended and the Temporary Worker will have no right to earn or receive any pay during the period of any such suspension. The Temporary Worker acknowledges that he/she is paid only for work actually carried out during the Assignment and that in the event that any investigation does not uphold any allegation against the Temporary Worker the Temporary Worker shall have no right to receive any pay in respect of any lost opportunity to work on the Assignment during that time and, in the event that the Assignment and/or the Agreement is terminated the Temporary Worker shall have no right to be reinstated to any Assignment and/or be provided with alternative work.
- 4.11 Subject to any statutory entitlement under the relevant legislation referred to in clauses 5 (*Annual leave*) and 6 (*Sickness absence*) below and any other statutory entitlement, the Temporary Worker is not entitled to receive payment from Search or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 4.12 Subject to compliance with the Conduct Regulations Search reserves the right in its absolute discretion to deduct from the Temporary Worker's pay any sums which s/he may owe Search including, without limitation, any overpayments or loans made to the Temporary Worker by Search or any Losses suffered by Search as a result of his/her negligence or breach of either Search's or the Client's rules and all such deductions shall be treated as Agreed Deductions.
- 4.13 If Search provides any equipment or clothing to the Temporary Worker to be used in the course of an Assignment with the Client, the Temporary Worker must take reasonable care of the equipment or clothing. Furthermore the Temporary Worker must return any equipment or clothing to Search upon termination of the terms or within 3 days of a request from Search. In the event that the Temporary Worker does not comply with the obligations set out in this clause, Search reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Temporary Worker. The question of whether the Temporary Worker has taken reasonable care of the equipment or clothing will be solely assessed by Search's reasonable judgement.
- 4.14 The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation and guidance as applicable on the date of the Assignment.
- 4.15 In compliance with its obligations under the Pensions Act 2008, Search is required to automatically enrol the Temporary Worker (subject to eligibility) into a pension scheme and uses NEST (the National Employment Savings Trust) as the provider of its auto enrolment pension scheme. The Temporary Worker is eligible for automatic enrolment if he/she is over 22 but under state pension age; earns above the weekly automatic enrolment threshold as set each year and works in the UK. As permitted, Search has opted to use a waiting period of 3 months from the Temporary Worker's Start Date. The Temporary Worker will be assessed on the pay date immediately after the expiry of the 3 month waiting period. Where eligibility is met, contributions by both the Temporary Worker and Search will commence thereafter and further communication will be sent to the Temporary Worker by NEST at this time.

## 5. Paid Holiday Entitlement

- 5.1 The Temporary Worker will be entitled to accrue, on a pro rata basis, the Paid Holiday Entitlement per Holiday Year. It will be based on the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks inclusive of bank holidays. Under the Agreement the Temporary Worker will only have working time when working on an Assignment meaning the Temporary Worker will have variable working hours and accordingly payment of Paid Holiday Entitlement will be calculated on the average pay earned in the previous 52 Calendar Weeks. If the Temporary Worker has earned pay in less than 52 Calendar Weeks, the average pay for the Calendar Weeks in which the Temporary Worker has worked will be used. If the Temporary Worker has not worked in a Calendar Week that week will be replaced by an earlier week worked going back up to 104 Calendar Weeks.

- 5.2 Entitlement to payment for leave under clause 5.1 accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Holiday Year and will be paid to the Temporary Worker at the time the Temporary Worker takes their holiday.
- 5.3 On completion of the Qualifying Period, the Temporary Worker may be entitled to paid and/or unpaid annual leave in addition to the Temporary Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 5.1 and 5.2. In those circumstances, Search will inform the Temporary Worker of any such entitlement, the date from which such entitlement will commence and how payment for such entitlement accrues.
- 5.4 The Temporary Worker shall endeavour to co-operate with the Client's requirements at all times. Holiday may only be taken on written notice by the Temporary Worker to Search of at least twice the intended length of the holiday and with the Client's prior approval. The Temporary Worker must record all authorised holiday in the relevant timesheet. In certain circumstances Search may require the Temporary Worker to take paid annual leave at specific times or notify the Temporary Worker of periods when paid annual leave cannot be taken.
- 5.5 Where the Temporary Worker has given notice of a request to take paid annual leave in accordance with this clause, Search may require the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take. In such circumstances Search will inform the Temporary Worker in writing, giving at least the same notice as the period of leave that it wishes to postpone or reduce it by.
- 5.6 Save where this clause is amended by the Assignment Schedule, 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 to payment for leave in accordance with clause 5.2 or clause 5.3 (if applicable), that day shall count as part of the Temporary Worker's Paid Holiday Entitlement.
- 5.7 All entitlement to leave must be taken during the course of the Holiday Year in which it accrues and, save as may be set out in the relevant Assignment Schedule, none may be carried over into the next Holiday Year. Search is not required by law to make any payment in lieu of unused holiday at the end of the Holiday Year. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the Holiday Year.
- 5.8 Subject to clause 5.3, in the course of any Assignment during the first year, the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement of the Holiday Year.
- 5.9 Subject to clause 5.3, 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 number of hours which the Temporary Worker has worked on Assignment.
- 5.10 Where the Agreement is terminated by either party, the Temporary Worker shall repay Search any holiday pay received in respect of any holiday taken in excess of the annual leave entitlement, accrued in accordance with clause 5.1, and the Temporary Worker hereby authorises Search to take repayment of such monies by way of deduction from any final payment owed to the Temporary Worker. If following such deduction the Temporary Worker owes further monies to Search in respect of pay received for annual leave taken but not accrued at the time of termination of the Agreement, the Temporary Worker shall repay such monies within 28 days of the termination of the Agreement. The Temporary Worker shall be entitled to a payment in lieu of any accrued but untaken leave as at the date of termination.

## 6. **Sickness and other absence**

- 6.1 The Temporary Worker shall not be entitled to any contractual payment from Search for absence due to sickness or any other reason (save for holiday absence in accordance with clause 5). This shall not affect any entitlement the Temporary Worker has to receive statutory sick pay.
- 6.2 If the Temporary Worker is unable to provide the Services to the Client by reason of sickness, injury, emergency or bereavement on any day when due or expected to provide the Services to the Client, the Temporary Worker shall notify both an appropriate representative of Search and of the Client before 08:00 on

the first such day of absence (or as soon as practicable thereafter) stating the reason for absence and the anticipated length of absence.

6.3 In the event that the Temporary Worker submits a statement of fitness for work ("**the Statement**") or similar medical evidence, which indicates that the Temporary Worker may be subject to certain conditions or be fit to work/return to work, Search will in its absolute discretion determine whether the Temporary Worker will be (a) placed in a new Assignment or (b) permitted to continue in an on-going Assignment. In making such determination Search may consult with the Client and the Temporary Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.

6.4 Where clause 6.3 applies, the Temporary Worker's placement in a new Assignment or continuation in an on-going Assignment may be subject to the Temporary Worker agreeing to a variation of the Terms or the assignment details to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

## 7. Temporary Worker's contract and status

7.1 The parties acknowledge that the Temporary Worker is not the employee, agent, partner or servant of Search (or the Client) and accordingly:

(a) the Agreement is not an exclusive arrangement and (subject to clause 2.1(i) nothing in the Agreement shall prevent the Temporary Worker from engaging in other services for any third party;

(b) Search is not obliged to put the Temporary Worker forward for consideration by the Client for the provision of services nor is the Temporary Worker obliged to provide services to the Client beyond the termination or expiry of the Agreement;

(c) the Temporary Worker shall comply with all legal and fiscal obligations of the country in which the Services are performed including but not limited to the WTR or local equivalent (if applicable) and any requirement to register residency;

(d) the Temporary Worker shall comply with the provisions of all Applicable Laws including the Immigration, Asylum and Nationality Act 2006 (**the "Act"**) in all relevant respects and, if it is subject to immigration control for the purposes of such Act, the Temporary Worker warrants that he is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the Services;

(e) the Temporary Worker shall indemnify Search (or, as the case may be, the Client) from and against any Losses which Search (or, as the case may be, the Client): may suffer or incur as a result of the failure of the Temporary Worker to comply with any of the representations, warranties and/or undertakings in this clause 7; and/or would not have suffered or incurred but for:

(i) the Temporary Worker claiming to be; and/or

(ii) some official, public body or authority for any purpose regarding the Temporary Worker as,

an employee of Search (or, as the case may be, the Client) or otherwise entitled to any rights or benefits that employees enjoy.

7.2 For the purposes of the Conduct Regulations, Search shall operate as an employment business in relation to the Temporary Worker and is prohibited by the Employment Agencies Act 1973 from charging the Temporary Worker a fee for introducing the Temporary Worker to the Client.

7.3 The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between Search and the Temporary Worker relating to the Services and all such agreements still effective at the date of the Agreement (if any) shall (without prejudice to the rights of Search arising prior to the Start Date in respect of prior breaches by the Temporary Worker of which Search is not aware) be deemed to have been terminated by mutual consent with effect from

the Start Date but so that nothing in this clause 7.3 shall operate to exclude or limit the liability of any party in respect of fraud. No contract shall exist between Search and the Temporary Worker between Assignments.

7.4 The Temporary Worker acknowledges that, in entering the Agreement, he/she has not relied on any representations by Search made before the execution of the Agreement other than those expressly set out in the Agreement.

7.5 No amendment to the Agreement is effective unless it is in writing and signed by or on behalf of each party by a person duly authorised by that party and a copy of the varied terms is given to the Temporary Worker 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.

## 8. Confidentiality and Intellectual Property

8.1 The Temporary Worker shall:

- (a) keep all Confidential Information which may become known to it in connection with the supply of the Services or the Agreement;
- (b) not use any Confidential Information except for the purposes of performing the Services;
- (c) without delay enter into any and all assignments of Intellectual Property rights (relating to the Work Results) or confidentiality undertakings that Search or the Client may require it to enter into;
- (d) not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information;
- (e) on request, return to Search (or any other entity as Search may direct) all material in its possession or control and belonging to the Client or Search and/or containing Confidential Information;
- (f) deliver up to the Client or Search (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
- (g) 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 Search as appropriate.

8.2 The Temporary Worker hereby assigns to the Client all present and future intellectual property rights in or relating to the Assignment including, without limitation, the right to sue for past infringements. Accordingly the Temporary Worker shall execute all such documents and do all such acts as Search shall from time to time require in order to give effect to its rights pursuant to this clause.

8.3 The Temporary Worker shall from time to time do all such acts and things and sign all such documents (without cost to Search or the Client) at the request of Search as may be necessary to perfect the assignments referred to in clause 8.1(c).

## 9. Termination

9.1 Subject to such Notice as is provided for in the Assignment Schedule either Search or the Temporary Worker may terminate the Assignment at any time without prior notice or liability.

9.2 The Temporary Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between Search and the Client. If the contract between Search and the Client is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Temporary Worker (except for payment for hours worked by the Temporary Worker up to the date of termination of the Assignment).

- 9.3 Either an Assignment or the Agreement may be terminated prior to the End Date by Search by notice with immediate effect (or, for the purpose of clause 9.3(l)(i) only, by the same period of notice as Search receives from the Client, less one day) if:
- (a) the Temporary Worker fails to attend the Location to provide the Service; does not inform the Client or Search that they are unable to attend work during the course of an Assignment (as required in clause 2.2(d)) this 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/her from complying with clause 2.2(d);
  - (b) the Temporary Worker fails to return completed signed timesheets in accordance with the provisions of clause 2.1(d);
  - (c) Search becomes unable to commence, continue or completely perform its obligations under the Agreement by reason of a force majeure event affecting Search and/or the Client and which is not within the respective control of Search or the Client;
  - (d) the Temporary Worker has in relation to the Assignment committed an act or omission of dishonesty, incompetence or negligence; or is convicted of any indictable criminal offence (other than, where the Services do not require the Temporary Worker to drive, a road traffic offence for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against him, a receiving order or makes any composition with his creditors;
  - (e) Search receives or obtains information which gives Search reasonable grounds to believe that the Temporary Worker is unsuitable to provide services for the Client; or, if the information indicates that the Temporary Worker may be unsuitable, that Search has reasonable grounds to believe that the Temporary Worker is unsuitable after Search has made such enquiries as are reasonably practicable as to such suitability;
  - (f) Search or the Client considers that the Temporary Worker has committed any serious breach of the obligations or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring Search and/or the Client into disrepute.
  - (g) the Temporary Worker fails to provide to Search any information requested by Search on or prior to the Start Date;
  - (h) Search has reason to believe that the Client will not meet its payment obligations;
  - (i) the Temporary Worker is asked to undertake work for which he is not suitably qualified;
  - (j) if the Temporary Worker is absent during the course of the Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3(a) above Search will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Temporary Worker was assigned is no longer available.
  - (k) if the Temporary Worker does not report to Search to notify his/her availability for work for a period of 4 weeks;
  - (l) for any reason the Client:
    - (i) terminates its corresponding agreement with Search; or
    - (ii) notifies Search that it considers that the Temporary Worker has committed any act of gross misconduct; or
    - (iii) cancels its requirement for the Services prior to the Start Date, in relation to the provision of the Services by the Temporary Worker, and, for the avoidance of doubt, Search shall incur no liability for Losses in connection with any such termination.

- 9.4 Termination or expiry of the Agreement shall be without prejudice to the rights of Search and/or the Client arising directly or indirectly out of the acts and/or omissions of the Temporary Worker prior to, in connection with or as a result of such termination or expiry.
- 9.5 In the event of a complaint by the Client about the conduct or performance of a Temporary Worker Search may but shall not be obliged to carry out an investigation into any such allegations. There are no disciplinary rules and procedures, or grievance procedures, applicable to the engagement of a Temporary Worker and all complaints about a Temporary Worker's conduct and/or capability which cannot be resolved informally may be investigated, considered and resolved under the Search complaints process ("**Complaints Process**"). The Complaints Process does not form part of the Agreement and the application is entirely at Search's discretion.
- 9.6 If the Temporary Worker wishes to raise a complaint about their Assignment the Temporary Worker may do so under the Complaints Process as detailed in clause 9.5. The Complaints Process does not form part of the Temporary Workers contract for services and its application is entirely at Search's discretion.
- 9.7 Without prejudice to clause 9.3 the Temporary Worker shall indemnify Search from and against any Losses for which Search may be liable under the terms of its contract(s) with the Client and which arise as a direct or indirect result of the negligence of or breach of the Agreement by the Temporary Worker.

## 10. Details and identity of Temporary Worker

10.1 The Temporary Worker warrants:

- (a) the correctness and accuracy of the information supplied to Search in any Application Documents;
- (b) that the Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Temporary Worker to possess in order to perform the Services; and the Temporary Worker shall, at the request of Search, provide confirmation of its identity and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Services;
- (c) that the Temporary Worker has no criminal convictions which would reasonably affect Search's and/or the Client's decision to allow the Temporary Worker access to the Location(s), the Client's Systems or to provide the Services;
- (d) that the Temporary Worker is willing) to work in the position the Client seeks to fill (to the extent that it is accurate to describe the provision of the Services under the Agreement as "working in a position"); and
- (e) that the Temporary Worker is not prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client) from fulfilling in full their respective obligations under the Agreement.

10.2 Search reserves the right to carry out, or instruct a third party to carry out, electronic identity checking procedures, to verify the identity of the Temporary Worker.

10.3 The Temporary Worker warrants s/he has consented to Search, or any third party instructed by Search, carrying out such identity checks. Search has passed on a copy of Search's privacy policy to the Consultant informing the Temporary Worker of its right to pass his/her personal data to such a third party checking service for the purposes of and on the lawful grounds set out in such notice.

## 11. Data Protection

11.1 The Temporary Worker warrants that in relation to these Terms, he/she 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 Search or the Client to breach any Data Protection Laws.

11.2 The Temporary Worker shall keep Search informed of any changes to the Temporary Worker's Personal Data, including name, address and bank details.

- 11.3 The Temporary Worker acknowledges that Search and the Client must process personal data about him/her in order to properly fulfil its obligations under the Agreement and as otherwise required by law in relation to his/her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes
- 11.4 The Search privacy notice sets out further details on how Search will collect and process Personal Data of the Temporary Worker (but does not form part of the Agreement). Search's privacy notice can be found on the Search website at [www.search.co.uk](http://www.search.co.uk). Search will rely upon lawful grounds for processing the Personal Data of the Temporary Worker as set out in the Search privacy notice.
- 11.5 In the event of any queries the Temporary Worker should contact their Search recruitment consultant.

## 12. **AWR**

- 12.1 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 to the rate of pay they were previously receiving the other Relevant Terms and Conditions to which the Temporary Worker is entitled under the AWR.
- 12.2 Search takes its obligations under the AWR seriously. Whilst Search makes all reasonable efforts to ensure that it does not breach its obligations under the AWR, if the Temporary Worker believes, or is concerned that Search has in any way breached its AWR obligations (for example where the Temporary Worker believes he/she is not receiving a right he/she is entitled to under the AWR), the Temporary Worker agrees that he/she will first comply with Search's internal AWR dispute procedure (in the event of any AWR queries please speak to Search's Managing Director or Financial Director), and the Temporary Worker and Search shall work and co-operate together to respond to and resolve any such complaints or claims internally before he/she takes any external action (for example, in an employment tribunal).

## 13. **Anti-Bribery**

- 13.1 The Temporary Worker acknowledges and agrees that both Search and the Client will not tolerate bribery in any form in connection with the conduct of its business.
- 13.2 The Temporary Worker shall comply with Search's and the Client's anti-bribery policy as provided by Search and from time to time and as updated by Search and/or the Client or the relevant industry body from time to time ("**Anti-Bribery Policies**").

## 14. **General**

- 14.1 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.
- 14.2 Any notice required to be given under the Agreement (including the delivery of any timesheet or invoice) shall be in writing signed by a person duly authorised by the sending party and delivered by hand, sent by fax, e-mail or prepaid first class post to the recipient at its fax number or address specified in the Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of the Agreement).
- 14.3 The Agreement shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.
- 14.4 The Client shall be entitled to rely on and enforce the provisions of clause 7.1(e) and the indemnities given by the Temporary Worker in favour of the Client, notwithstanding that the Client is not a party to the Agreement.

## Schedule 1

### Assignment Schedule

#### **Assignment Details**

Job Title:

Contact Name:

Company:

Business Type / Industry:

Address:

Start Date:

Duration:

Pay Rate(s):

Expenses:

Normal Days & Hours of Work:

Duties:

Experience, training, or qualifications required:

Annual Leave Entitlement:

Calendar Weeks Already Accrued Towards the Qualifying Period:

## Schedule 2

### 48 Hour Opt Out Agreement

#### For use with PAYE temporary worker engagement contract

#### 1. Definitions

- 1.1 In this opt out Agreement, the definitions and clause **Error! Reference source not found.** used in the Agreement apply and **"Working Week"** means an average of 48 hours each week calculated over a 17-week reference period.

#### 2. Restriction

- 2.1 The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an Assignment with the Client in excess of the Working Week unless he agrees in writing that this limit should not apply.

#### 3. Consent

- 3.1 The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignment. . If the Temporary Worker does not agree, then he/she must inform Search without delay and in any event within 5 Business Days of the Start Date.

#### 4. Withdrawal Of Consent

- 4.1 The Temporary Worker may end the Agreement by giving Search one months' notice in writing.
- 4.2 For the avoidance of doubt, any notice bringing the Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with the Client.
- 4.3 Upon the expiry of the notice period set out in clause 4.1, the Working Week limit shall apply with immediate effect.

#### 5. Law

- 5.1 These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Court of England & Wales.