

Frequently Asked Questions

Q. How and when do I get paid?

A. Payment is made weekly by BACS into your Bank Account. You need to make sure you have sent through your timesheet by Monday morning, your money will be transferred into your account by Wednesday following the week you have just worked.

Q. Payment after a Bank Holiday?

A. When a Bank Holiday is on Monday payment will be delayed by one day so you will be paid into your account on Thursday

Q. What if I do not have a Bank Account?

A. We can arrange for you to be paid by cheque. This can either be posted by first class post to you on a Monday or you can arrange with the temporary department to collect your cheque on a Tuesday. We have an arrangement with our bank, The Royal Bank of Scotland, to allow you to cash your cheques with them providing you collect the cheque in person and we have countersigned the back of the cheque authorising this transaction. You will be asked to provide identification at the bank.

Q. When does my timesheet need to be received by Earl Street Employment?

A. To enable you to receive a BACS payment on Wednesday or a cheque on Tuesday we need to have received your signed timesheet (both by you and the authorised signatory from your place of work) by 9am on the Monday following the week you have worked. You can either fax or email your timesheet through, again providing it has been signed by the authorised person where you are temping, post it to us to arrive by Monday or put it through our letterbox. There is a second pay run on Tuesday mornings, however BACS payments and cheques processed will therefore be one day later.

Q. How do I complete my timesheet?

A. Make a note each day of the hours you have worked – fill in the relevant boxes in the timesheet to the nearest quarter of an hour, deducting the time you have taken for your breaks. At the end of the week or your assignment total your hours worked and have an authorised person at your place of work to sign confirming the hours, and remember to sign it yourself.

Q. How do I get holiday pay?

A. Holiday pay is accrued from the commencement of your temping assignment, on the basis of 2 weeks work to accrue at least 1 days holiday pay (actual figure is 1.2 days) and 10 weeks work to accrue 6 days holiday pay. The holiday year runs from 1st October to 30th September up to 28 days holiday per year (20 days plus 8 statutory Bank Holidays). YOU CANNOT CARRY FORWARD UNUSED HOLIDAY INTO THE NEXT HOLIDAY YEAR. A record of the amount of holiday you have accrued is shown on your payslip, where 0.2 equals one days holiday, 1.0 equals one weeks holiday (The amount paid is based on the average hours worked, excluding overtime).

Q. What happens if I am ill?

A. You must phone Earl Street Employment to inform them if you cannot attend your assignment, either by leaving a message on our answer machine between 5.30pm and 8.30am or by speaking to a Consultant between office hours 8.30am to 5.30pm Monday to Friday. If you have the contact telephone number of the Company you are assigned to you may want to phone them direct AS WELL AS PHONING Earl Street Employment.

Q. You have requested my P45 – but I do not have one.

A. P45 is a record of your earnings during a particular tax year. It is important that you obtain one when leaving your previous employer. If you do not have access to one then you can complete a P46 that we will supply. If you are a full time student (in full time education for more than 16 hours per week) then you can fill out a student declaration form to exempt you from tax.

Q. Do I have to pay into the Pension Scheme

A. If you meet certain criteria you will be enrolled into the Earl Street Work Place Pension scheme.

Workplace Pension Overview

- The Government introduced Auto Enrolment to encourage the UK working population to save towards retirement. Gradually, Auto Enrolment will be available to everybody, at present it is available to you only if you:
 - Are not already in a qualifying pension scheme
 - Are aged 22 or over and under State Pension Age
 - Earn more than *£192 gross in the week you are assessed
 - PAYE (weekly or monthly)
 - Work (or usually work) in the UK

If for some reason you qualify, but choose not to join, then you can opt-out. However it is wise to have some alternative pension provision in place.

Who will be looking after my pension?

Earl Street Employment Consultants Ltd will be working with NOWS: Pensions. Details of the scheme will be provided.

What goes into my Pension Plan?

Currently your contribution will be 1% and Earl Street Employment will in addition contribute 1%.

From October 2017 your contribution will be 3% and the contribution from Earl Street will be 2%

From October 2018 your contribution will be 5% and the contribution from Earl Street will be 3%

Your pension contribution will be deducted from your earnings before you pay any tax. This means that on a tax rate of 20% every £10 of contributions deducted from your pay only costs you £8. The extra £2 is Tax Relief from the Government. Your Employer's contributions are also paid on top. It may cost you less if you pay tax at a higher rate.

How much will my pension cost?

For those earning £18,000 per annum or less from 2012 there will be a £0.30 administration charge per month plus 0.3% annual management charge.

For those earning £18,000 per annum or less from 2017 there will be a £1.00 administration charge per month plus a 0.3% annual management charge.

For those earning £18,000 per annum or less from 2018 there will be a £1.50 administration charge per month plus a 0.3% annual management charge.

Deferred Member – if you leave your Employer – the lower charge of 0.5%, or standard charge of £1.50 per month + 0.3% annual management charge of your pot.

REC Code of Professional Practice

- As a member of the Recruitment Employment Confederation we work in association with their Code of Professional Practice to observe the highest principles of ethics, equity, integrity, professional conduct and fair practice in dealing with others and will conduct our business in a manner designed to enhance the operation, image and reputation of the recruitment industry and REC members.
- Our commitment to Clients as set out within the General Principles of the REC Code of Professional Practice is as follows:

Principle 1 – Respect for Laws

- Earl Street Employment Consultants will comply with all relevant legislation, statutory and non-statutory requirements and official guidance and any future amendments to such requirements during the course of providing our service to others.

Principle 2 – Respect for Honesty and Transparency

- We will act honestly in all dealings with work seekers, clients, members, non-members and others.
- When representing a work seeker or client Earl Street Employment Consultants will not knowingly make a false or inaccurate statement, fail to disclose a material fact, or make a representation as to future matters without having a reasonable ground for doing so.
- Earl Street Employment Consultants will adhere to the principles of truth in advertising and will only advertise positions, through any medium, for which we have documented permission to recruit.
- All fees, charges and services provided will be explicitly and fully disclosed to clients prior to the acceptance of an assignment, or prior to any work being undertaken for a client.
- All key stages of the recruitment process will be documented in line with relevant legislation and good practice guidance.

Principle 3 – Respect for Work Relationships

- Earl Street Employment Consultants will not undertake actions that may unfairly or unlawfully jeopardise a work seeker's employment
- We will not undertake actions that may unfairly or unlawfully interfere in work relationships established by others.
- We will not attempt unfairly or unlawfully to prevent a work seeker from seeking work from other sources
- Earl Street Employment Consultants will treat all other REC members and non-members with respect and aim to work in a fair and open competitive environment.

Principle 4 – Respect for Diversity

- Earl Street Employment Consultants will adhere to the spirit of all applicable human rights, employment laws and regulations and will treat work seekers, clients and others without prejudice or unjustified discrimination. We will not act on instructions from a Client that is discriminatory and will, wherever possible, provide guidance to clients in respect of good diversity practice.
- All work seekers and clients will be treated with dignity and respect by all members of staff and aim to provide equality of employment opportunities based on objective business related criteria.
- We will ensure our working practices will be established to safeguard against unlawful or unethical discrimination in the operation of our business.

Principle 5 – Respect for Safety

- Earl Street Employment Consultants will act diligently in assessing risks to work seekers and clients and will not knowingly put at risk candidates, clients or others.
- We will inform work seekers whenever we have a reason that an engagement may cause a risk to health and safety.

Principle 6 – Respect for Professional Knowledge

- Earl Street Employment Consultants will work diligently to develop and maintain a satisfactory level of relevant and current professional knowledge.
- We will ensure our staff are adequately trained and skilled to undertake their responsibilities in recruitment practice.

Principle 7 – Respect for Certainty of Engagement

- Earl Street Employment Consultants will supply work seekers with full details of work, conditions of employment, nature of work to be undertaken, rates of pay, method and frequency of payment, and pay arrangements in accordance with requirements of current legislation.
- We will ensure that any variation to the engagement will only occur with prior notification and agreement of the worker.

Principle 8 – Respect for Prompt and Accurate Payment

- Earl Street Employment will pay promptly and accurately any wages and benefits due in accordance with any agreed terms and legal requirements.

- We will not penalise temporary/contract workers, for example for having been late or failed to attend part or all of their assignment or for poor performance, by making deductions from pay due for time they have actually worked.
- We will not take on assignments that could result in our inability to pay temporary/contract workers.

Principle 9 – Respect for Ethical International Recruitment

- Earl Street Employment Consultants will supply all overseas workers with the same level of information as set out and implied in Principle 7. In addition, information provided will include details of the likely cost of living in the area the prospective hirer is situated, the likely length of the job in question and the state of the employment market in the field they are being recruited into. All information will be proved at no cost to the work seeker.
- We will ensure that in relation to overseas recruitment we will abide by all relevant legislation and Home Office guidance and provide all relevant and applicable information to work seekers, clients and others.
- Members recruiting from outside the UK must not use overseas agents who charge for their services, unless that is the legal and normal custom and practice sanctioned by the government of the country of origin. In addition, members must take all reasonable efforts to ascertain such information about any agents used and should be able to demonstrate that they have done so.
- We will observe the highest principles of social responsibility, integrity, professionalism, equity and fair practice in our dealings with all overseas work seekers.

Principle 10 – Respect for Confidentiality and Privacy

- Earl Street Employment will observe the highest principles of integrity, professionalism, equity and fair practice to maintain the confidentiality and privacy of candidate and client information and will respect the confidentiality of records in accordance with the law and good business practice.
- We will ensure that permission has been obtained and documented before disclosing, displaying, submitting or seeing confidential or personal information.

Equal Opportunities and Diversity Policy

Earl Street Employment is committed to a policy of equal opportunities for all work seekers and shall adhere to such a policy at all times and will review on an on-going basis on all aspects of recruitment to avoid unlawful or undesirable discrimination. We will treat everyone equally irrespective of gender, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or membership or non-membership of a trade union and we place an obligation upon all staff to respect and act in accordance with the policy.

Earl Street Employment shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. Earl Street Employment will ensure that each candidate is assessed only in accordance with the candidate’s merits, qualification and ability to perform the relevant duties required by the particular vacancy.

AWR (Agency Workers Regulations) REC Guide for Workers

Background

The Agency Workers Regulations 2010 (the Regulations) give agency workers working in England, Scotland and Wales new equal treatment rights. This means that when you are taken on by an agency and supplied to work for the agency’s client (the hirer) you will be entitled to work under the same basic employment rights that would have applied if the hirer took you on directly. These new rights will apply after you have worked in the same role for the same hirer for 12 weeks. However, from the first day of an assignment you will also be entitled to access collective facilities provided by the end user hirer to its own workers and to be advised by the hirer of relevant vacancies which arise within the hirer’s business. These are also referred to as ‘Day One rights’. The Agency Workers (Northern Ireland) Regulations 2011 give the same rights to agency workers working in Northern Ireland.

2. Am I an agency worker?

The Regulations refer to an agency worker as:

- an individual;
- who is supplied by a temporary work agency to work temporarily under the supervision and direction of a hirer; and,
- who has a contract of employment with the agency, or any other contract with the agency to perform work or services personally.

You will not be an agency worker if:

- you have found a permanent job (even if this is via an agency);
- or you are genuinely self-employed (i.e. in business on your own account).

If you are an agency worker, you cannot opt out of the Regulations.

3. What if I work through an umbrella company?

If you are engaged via an umbrella company or other intermediary you will still be deemed to be an agency worker under the Regulations unless you are genuinely self-employed.

4. What do you mean by Day One rights?

From day one of an assignment, as an agency worker, you will be entitled to the following two rights:

4.1. The right to access information on job vacancies

The hirer you are working for must inform you of any relevant job vacancies in their organisation and ensure that you have the same access as other workers to the information available. This does not mean that you will automatically have the right to be employed by the hirer; you must follow the usual recruitment process that they use. (This does not apply in the situation where the hirer has a freeze on external job advertisements where any vacancies are held for internal moves in order to prevent potential redundancies).

4.2. The right to access collective on-site facilities

You will also be entitled to access collective facilities such as crèche and childcare facilities, canteen facilities, car parking and the provision of transport services that are provided to the hirer’s own workers. This access to facilities can be refused if your hirer has ‘objective grounds’ for doing so. In practice this means that if there is a waiting list for childcare facilities or a car park space, you will not automatically be entitled to a place but can be subject to the same criteria to access the facility as someone directly recruited by the hirer. You will not be entitled to ‘amenities’ such as subsidised gym membership and season ticket loans as they are considered to be a reflection of the long-term relationship between an employee and a hirer. The hirer has sole responsibility for ensuring that you receive these Day One rights so you should address any complaints to the hirer.

5. What do you mean by ‘the same basic working and employment conditions’?

On completion of the 12 week qualifying period, as an agency worker you will be entitled to equal treatment in respect of basic working and employment conditions relating to:

- pay
- duration of working time
- night work
- rest periods
- rest breaks
- annual leave
- Equal pay will include:
 - basic salary
 - bonuses or commission payments related to the quantity and quality of work carried out by you
 - shift allowance
 - overtime payments
 - holiday pay
 - vouchers (e.g. luncheon vouchers, providing they have a fixed monetary value and are not part of a salary sacrifice scheme)

Equal pay does not include:

- benefits in kind
- vouchers which are a salary sacrifice arrangement between an employer and an employee
- pension payments (temporary workers are entitled to a pension under separate legislation which came into effect in 2012)
- occupational sick pay
- redundancy pay
- notice pay
- advances and loans
- share and option schemes
- maternity, paternity and adoption pay (over and above the statutory entitlement)
- loyalty bonuses or any bonus payments which are not directly attributable to the amount or quality of the work performed by you
- guarantee payments
- expenses
- health/life insurance.

Holiday entitlement:

As an agency worker you are already entitled to the statutory leave entitlement of 28 days (pro-rata’d according to your work pattern). If you qualify for equal treatment you will also be entitled to any additional holiday entitlement the hirer provides to direct recruits. The Department of Business, Innovation and Skills have advised agencies that this additional entitlement can be rolled up and paid in lieu of taking the time off, as long as the amount paid is set out clearly and separately on your pay slip.

6. Pregnant agency workers

6.1. Time off for ante-natal appointments. If you are a pregnant agency worker you will be entitled to paid time off to attend pregnancy related medical appointments and antenatal classes once you achieve the 12 weeks’ qualifying service. You will need to show the agency your appointment card or other proof of appointment (except for the first appointment). From 1 October 2014, the partner (male or female), spouse or civil partner of an expectant mother (i.e. those with a qualifying relationship) has the right to take unpaid time off to accompany the expectant mother to ante-natal appointments. The right also applies to the intended parents of a surrogate child or applicants of a parental order of a surrogate child. The right applies to agency workers who have reached the 12 week qualifying period for equal treatment. If an agency worker is engaged on a contract of employment, he or she will be entitled to the right to take time off from day one without the need to complete the 12 week qualifying period. The right allows for attendance at one or two appointments made on the advice of a registered practitioner, midwife or nurse for a period of up to six and a half hours for each appointment.

6.2. Terminating an assignment on pregnancy related health and safety grounds

In addition, if an assignment is terminated on pregnancy related health and safety grounds the agency will have to find you suitable alternative work on terms which are not substantially less favourable than the previous assignment. If the agency cannot find you suitable alternative work the agency will be required to pay you for the remainder of the original assignment. If you unreasonably refuse suitable alternative work you will not be entitled to such pay.

7. How will I qualify for equal treatment after 12 calendar weeks?

After you have worked for 12 calendar weeks in the same role with the same hirer you will be entitled to equal treatment irrespective of your working pattern (e.g. full time or part time) and irrespective of which or how many agencies supplied you to do the same role at the hirer. Any time worked during a week will be counted as ‘one week’ for the purposes of calculating the qualifying period even if you have only worked a few hours in a week. For example – if you start an assignment on the Saturday, any work done up to and including the following Friday will be counted as one week towards the qualifying period. A new qualifying period will begin only if a new assignment with the same hirer

is substantively different (and that does not mean simply changing a job title; it will mean looking at the work and duties performed), or if there is a break of more than six weeks between assignments in the same role (except in certain limited circumstances).

8. What if I want/need to take some time off work, will this mean I have to start my 12 week qualifying period again?

The qualifying period will be paused (rather than stopped) if you take:

- a break (for any reason) of 6 weeks or less and then return to the same role with the same hirer
- certified sick leave for no more than 28 weeks
- time off during periods where the hirer does not require you to work because of various types of industrial action
- time off during periods when the hirer has temporarily closed down (e.g. Christmas shut down)

or

- time off for public duties (including jury service of up to 28 weeks).

In other cases if you take a break which is related to pregnancy or childbirth, or if you take maternity, adoption or paternity leave, you will be treated as if you have continued working in an assignment. It is clear that as an agency worker you will not have to work for 12 consecutive weeks via the same agency to qualify for the right to equal treatment. It is possible for you to accrue the 12 weeks’ qualifying period over a much longer period of time and through more than one agency.

Your agency will need to know if you have already worked for that client, if so when and in what capacity. When asked, please advise the agency as accurately and as quickly as possible.

9. What if I’ve already worked for the same hirer for 12 weeks before the Regulations come into force in October?

The Regulations are not retrospective. Therefore any time spent on an assignment up to and including 30 September 2011 does not count towards your qualifying clock. The earliest date you could qualify for equal treatment was 25 December 2011 subject to any breaks you take.

10. If I have already worked for the hirer previously, do I have to inform the agency of this?

Your agency may ask you to give them details of previous assignments that you have completed. If they do so, you are not under a statutory obligation to provide them with such information, but if you do not, they will not be able to ensure that they provide you with equal treatment rights. Also, please be aware that if you do not provide them with the correct information this may affect any Employment Tribunal claim you may issue and any subsequent compensation you may seek.

11. What if I work for two different hirers at the same time i.e. one for two days a week and the other for three?

This would mean that you will have two qualifying clocks running at the same time and you will qualify for equal treatment with each of the hirers after working 12 calendar weeks for them (this is only the case if the two roles are different).

12. How will I know if I am being treated the same as I would have been if I had been recruited directly by the hirer?

The Regulations require that as an agency worker you are treated as if you had been recruited directly by the hirer to do the same job. On a practical level, this means that equal treatment will need to be established in respect of the basic terms and conditions that apply to a comparable worker or a comparable employee engaged in the same role or doing broadly similar work taking into account the skills and qualifications of yourself and the comparable employee/worker. The comparable employee or worker must work at the same establishment as you or at another of the hirer’s establishments. There may be a direct recruit who could serve as a ‘flesh and blood’ comparator to establish parity in pay and working conditions. However, if a ‘flesh and blood’ comparator cannot be found, then there may be an identifiable pay scale or a starting rate which the hirer and agency can use as a reference point.

13. What if I feel my agency is giving me shorter assignments just so that I don’t reach the 12 week qualifying period?

The Regulations contain anti-avoidance measures to prevent agencies and hirers from structuring assignments in a way so as to prevent you from reaching your 12 week qualifying period. This includes – supplying you to connected hirers, rotating you and other agency workers, or repeatedly terminating and recommencing assignments where the most likely explanation is to prevent you from accruing the 12 weeks’ qualifying period. If an Employment Tribunal finds that the Regulations have been deliberately avoided, the Tribunal can award you compensation of up to £5000. However, this does not prevent agencies and hirers terminating and commencing assignments as and when required to meet a genuine business need.

14. Are there any situations where my agency will not have to provide me with equal treatment?

The Regulations contain an exemption from equal treatment after 12 weeks in respect of pay only if you are employed by the agency on a particular contract of employment- this is called a ‘pay between assignments’ or ‘Swedish Derogation’ contract. In order to make use of the exemption that contract must meet certain conditions. In particular, the agency will be required to pay you a minimum amount between assignments if the agency cannot find suitable alternative work for you. If you refuse suitable alternative work, the agency will not be obliged to pay you between assignments. Your agency will not be able to terminate your contract of employment until it has met the obligations above for at least four weeks during the course of the contract. You will still be entitled to equal treatment in respect of working conditions and to the Day One rights discussed above. The minimum amount of pay that the agency must pay you when not working must be at least 50% of the pay paid to you in the “relevant period” and this must not be less than National Minimum Wage. The relevant period is the week or month in which you had your highest earnings in the 12 weeks prior to the date the previous assignment ended. If your agency offers you a permanent contract of employment, your contract must meet the following conditions in order for your agency to utilise the exemption from equal pay: The contract must commence before the assignment starts and must contain the following terms:

- the minimum scale and rate of pay you will receive and how this will be calculated
- the location(s) where you will be expected to work
- the expected hours of work during any assignment
- the maximum hours per week that you may be required to work during an assignment
- the minimum hours per week that your agency will offer you during an assignment (this must be at least one hour)
- the type of work that your agency will offer you and details of any qualifications or experience required and
- a provision that warns you that by entering into the contract of employment you will not be entitled to equal pay under the Regulations.

15. What should I do if I think that I am not receiving equal treatment that I believe I am entitled to?

If you have completed the 12 week qualifying period and if you believe that you are not receiving the equal treatment that you feel you should be getting, we suggest that you make an informal enquiry to the agency to find out if this has happened and if so why it has happened. It may be, for example, that you have not yet completed the qualifying period or the agency has made a mistake which can easily be rectified. If you do not receive a satisfactory response you are entitled to make a request for a written statement from your agency that will provide you with information about the treatment you have received. You can make a written request to the agency which will then have 28 days to respond in writing. If you do not receive the information from the agency within 30 days of making the request, you can make a request directly to the hirer. If you do not receive a response from the agency or the hirer, an Employment Tribunal may take this into account in any future tribunal claim against the party at fault. 16. Who should I complain to if I have an issue? There will be no independent body tasked with policing and enforcing the Regulations. Instead you will be able to pursue a claim in an Employment Tribunal in order to enforce your rights. Such claims can either be brought against the hirer the agency or both depending on the particular breach in question. The Employment Tribunal will analyse the facts to determine to what extent each party is responsible for the breach of the Regulations. We recommend that you try to resolve the issue informally before making an Employment Tribunal claim.

CRIMINAL CONVICTIONS APPENDIX 1: REHABILITATION PERIODS

NOTE: Sentences of imprisonment of more than 48 months can never be spent.

Sentence	Rehabilitation period for adult offenders	Rehabilitation period for young offenders under the age of 18
Imprisonment of more than 30 months and up to or consisting of 48 months	7 years from the date the sentence is completed	42 months from the date the sentence is completed
Imprisonment of more than 6 months and up to or consisting of 30 months	48 months from the date the sentence is completed	24 months from the date the sentence is completed
Imprisonment for 6 months or less	24 months from the date the sentence is completed	18 months from the date the sentence is completed
Dismissal from HM’s Service	12 months from the date of conviction	6 months from the date of conviction
Detention	12 months from the date the sentence is completed	6 months from the date the sentence is completed
Fine	12 months from the date of conviction	6 months from the date of conviction
Compensation order	The date on which the payment is made in full	The date on which the payment is made in full
Community or youth rehabilitation order	12 months from the date provided for by or under the order	6 months from the date provided for by or under the order
A relevant order	The date provided for by or under the order	The date provided for by or under the order

CRIMINAL CONVICTIONS APPENDIX 3: DBS Guidance: Filtering rules for criminal record check certificates

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Filtering rules for criminal record check certificates

For those 18 or over at the time of the offence:

An adult conviction will be removed from a DBS criminal record certificate if:

- 11 years have elapsed since the date of conviction; and
- it is the person’s only offence, and
- it did not result in a custodial sentence.

Even then, it will only be removed if it does not appear on the list of offences relevant to safeguarding. If a person has more than one offence, then details of all their convictions will always be included.

An adult caution will be removed after 6 years have elapsed since the date of the caution – and if it does not appear on the list of offences relevant to safeguarding.

For those under 18 at the time of the offence:

- The same rules apply as for adult convictions, except that the elapsed time period is 5.5 years
- The same rules apply as for adult cautions, except that the elapsed time period is 2 years.

Terms of Engagement for Agency Workers (Contract for Services)

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms the following definitions apply:
- “Actual Rate of Pay”** means, unless and until the Agency 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) 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 Agency 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 Details Form;
- “Agency Worker”** means the individual by the Employment Business to provide services to the Hirer;
- “Agreed Deductions”** means any deductions the Agency Worker has agreed can be made from their pay;
- “Assignment”** means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
- “Assignment Details Form”** means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
- “AWR”** means the Agency Workers Regulations;
- “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 Hirer or Employment Business 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 Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer 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, 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 Employment Business 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;
- “Employment Business”** Earl Street Employment Consultants Limited (registered company no. 2227423 of Laurel House, 43 Earl Street Maidstone, Kent ME14 1PD);
- “Engagement”** means the engagement (including the Agency Worker's acceptance of the Hirer's offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker 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 Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker 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 Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);
- “Hirer”** 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 Agency Worker is supplied or introduced;
- “Hirer's Group”** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, 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 Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
- “Hourly Rate”** means the minimum hourly gross rate of pay (subject to Deductions and any Agreed Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;
- “Leave Year”** means the period during which the Agency Worker accrues and may take statutory leave commencing on 1st October and runs until the 31st September
- “Period of Extended Hire”** means any additional period that the Hirer wishes the Agency 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 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;
- “Relevant Period”** means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business 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 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;
- “Transfer Fee”** means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;
- “Type of Work”** means the type of work you registered for and
- “WTR”** means the Working Time Regulations
- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. 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 entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency 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.
- 2.4. The Employment Business 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 Agency Worker for Assignments with its Hirers.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2. The Agency Worker 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 Employment Business; and
- 3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker.
- 3.3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:
- 3.3.1. the identity of the Hirer, 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 Agency Worker would be required to work;
- 3.3.4. the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;
- 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer 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 Hirer 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 Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker 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 Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer 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 Employment Business shall provide such information set out in clause 3.3 to the Agency 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 Agency 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 Agency Worker commences the first Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency Worker 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 Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, 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. AGENCY WORKER'S OBLIGATIONS
- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
- 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
- 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker 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 Hirer;
- 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
- 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer'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 Hirer's or the Employment Business' employees, business affairs, transactions or finances;
- 4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency 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.
- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:
- 4.2.1. inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
- 4.2.2. provide the Employment Business 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 Employment Business; and
- 4.2.3. inform the Employment Business if, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
- 4.2.3.1. completed two or more assignments with the Hirer;
- 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
- 4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.5. The Agency Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.
- ### 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 Agency Worker shall deliver to the Employment Business 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 Hirer.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.3. Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker'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 Employment Business may make for the purpose of compliance with the AWR.
- ### 6. PAY AND DEDUCTIONS
- 6.1. The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker 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 Agency Worker 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 Employment Business shall pay to the Agency Worker:
- 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 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.4. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.
- 6.5. If the Employment Business provides any equipment or clothing to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore the Agency Worker must return any equipment or clothing to the Employment Business upon termination of the Terms or within 3 days of a request from the Employment Business. In the event that the Agency Worker does not comply with the obligations set out in this clause, the Employment Business reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Agency Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.
- ### 7. ANNUAL LEAVE
- 7.1. The Agency Worker is entitled to paid annual leave according to 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.
- 7.2. Entitlement to payment for leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.
- 7.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR 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 Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. If the Agency Worker wishes to take paid leave during the course of an Assignment s/he 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 s/he wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker 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 Agency 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 Agency Worker has worked on Assignment.

- 7.7. Subject to clause 7.3, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.
- 7.8. 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 Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), the Agency Worker 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 these Terms is terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker.

8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Agency Worker is required to provide the Employment Business 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 Agency Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker 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 Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker 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 Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
- 9.3. If the Agency Worker does not inform the Hirer or the Employment Business 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 Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4. If the Agency Worker 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 Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, the Employment Business will forward his/her P45 to his/her last known address.

10. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Agency Worker shall execute all such documents and do all such acts as the Employment Business 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 Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:
- 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business 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 Hirer or the Employment Business with the exception of information already in the public domain;
- 11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (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 Hirer 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 Hirer or the Employment Business as appropriate.

12. DATA PROTECTION

- 12.1. The Agency Worker 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 Employment Business or the Hirer to breach any Data Protection Laws.
- 12.2. The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future), and the Hirer:
- 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

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

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, including 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

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

SCHEDULE: "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 Hirer count as continuous towards the Qualifying Period, where:

- (a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker 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 Agency Worker 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 Employment Business, the Agency Worker 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 Agency Worker returns to work;
- (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker 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 Agency Worker 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 Hirer'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 Hirer;
- (vii) wholly due to a strike, lock-out or other industrial action at the Hirer'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 Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker 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)., ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer 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 Agency Worker 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 AWR 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:

- (a) supplying individuals to work temporarily for and under the supervision and direction of hirers; 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 hirers.
- 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 hirers. For the purpose of this definition, a "hirer" 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.

Employee's personal details

Last name or family name

First name(s)

Are you male or female? Male Female

Date of birth

Home address

Address line 1

Address line 2

Address line 3

Address line 4

Postcode
(if your address is in the UK)

National Insurance number

Employment start date

Employee statement

You need to select only **one** of the following statements
A, B or C.

- A** - This is my first job since last 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, State or Occupational Pension.
- B** - This is now my only job but since last 6 April I have had another job, or received taxable Jobseeker's Allowance, Employment and Support Allowance or taxable Incapacity Benefit. I do not receive a State or Occupational Pension.
- C** - As well as my new job, I have another job or receive a State or Occupational Pension.

I have a Student Loan which is not fully repaid and I left a course of UK higher education before last 6 April and I received my first Student Loan instalment on or after 1 September 1998. No Yes

Select 'No' if you are repaying your Student Loan direct to the Student Loans Company by agreed monthly payments.

Please print your name or sign here after you have printed the form.

Full name

Date

