



# TIMESHEET

## CLIENT COPY

WREN HOUSE  
 19-23 EXCHANGE ROAD  
 WATFORD WD18 0JG  
 TEL: 01923 243000  
 FAX: 01923 244697  
 E-MAIL: ma@marketplacegroup.co.uk

**Marketplace**  
*Appointments*

**Marketplace**  
*Technical*

**Marketplace**  
*Human Resources*

**Marketplace**  
*Executive*

**Marketplace**  
*Accountancy*

CLIENT NAME & ADDRESS:

ACCOUNTS DEPARTMENT  
 WREN HOUSE  
 19-23 EXCHANGE ROAD  
 WATFORD WD18 0JG  
 TEL: 01923 209483  
 FAX: 01923 233411  
 E-MAIL: accounts@marketplacegroup.co.uk  
 www.marketplacegroup.co.uk

**TEMPORARY NAME** \_\_\_\_\_ **JOB TITLE** \_\_\_\_\_

**REPORTING TO** \_\_\_\_\_ **DEPARTMENT** \_\_\_\_\_ **WEEK COMMENCING DATE** \_\_\_\_\_

DETAILS	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
START TIME							
FINISH TIME							
BREAKS							
HOURS WORKED							

Additional Information: \_\_\_\_\_

TOTAL HOURS
OVERTIME
NORMAL

We certify that the total hours worked are correct and we will accept your accounts for the chargeable hours at the agreed rate. We agree to accept your terms and conditions of business as set out overleaf and we acknowledge that should any temporary worker introduced by you accept an offer of employment by us, a fee calculated in accordance with your normal scale of charges for the introduction of permanent staff will become payable.

Client Signature: \_\_\_\_\_ Name in Capitals: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

This timesheet must reach your Marketplace Office by Monday 9AM or payment will be delayed.  
 White Copy to Client. Yellow and Pink copies to be returned to Marketplace.

**Fax back to 01923 244697**



# TIMESHEET

## INVOICE COPY

WREN HOUSE  
19-23 EXCHANGE ROAD  
WATFORD WD18 0JG

TEL: 01923 243000  
FAX: 01923 244697  
E-MAIL: ma@marketplacegroup.co.uk

**Marketplace**  
Appointments

**Marketplace**  
Technical

**Marketplace**  
Human Resources

**Marketplace**  
Executive

**Marketplace**  
Accountancy

CLIENT NAME & ADDRESS:

ACCOUNTS DEPARTMENT  
WREN HOUSE  
19-23 EXCHANGE ROAD  
WATFORD WD18 0JG

TEL: 01923 209483  
FAX: 01923 233411  
E-MAIL: accounts@marketplacegroup.co.uk  
www.marketplacegroup.co.uk

**TEMPORARY NAME** \_\_\_\_\_ **JOB TITLE** \_\_\_\_\_

**REPORTING TO** \_\_\_\_\_ **DEPARTMENT** \_\_\_\_\_ **WEEK COMMENCING DATE** \_\_\_\_\_

DETAILS	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
START TIME							
FINISH TIME							
BREAKS							
HOURS WORKED							

Additional Information: \_\_\_\_\_

TOTAL HOURS
OVERTIME
NORMAL

We certify that the total hours worked are correct and we will accept your accounts for the chargeable hours at the agreed rate. We agree to accept your terms and conditions of business as set out overleaf and we acknowledge that should any temporary worker introduced by you accept an offer of employment by us, a fee calculated in accordance with your normal scale of charges for the introduction of permanent staff will become payable.

Client Signature: \_\_\_\_\_ Name in Capitals: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

This timesheet must reach your Marketplace Office by Monday 9AM or payment will be delayed.  
White Copy to Client. Yellow and Pink copies to be returned to Marketplace.

**Fax back to 01923 244697**



# TIMESHEET

## ACCOUNTS COPY

WREN HOUSE  
19-23 EXCHANGE ROAD  
WATFORD WD18 0JG

TEL: 01923 243000  
FAX: 01923 244697  
E-MAIL: ma@marketplacegroup.co.uk

**Marketplace**  
Appointments

**Marketplace**  
Technical

**Marketplace**  
Human Resources

**Marketplace**  
Executive

**Marketplace**  
Accountancy

CLIENT NAME & ADDRESS:

ACCOUNTS DEPARTMENT  
WREN HOUSE  
19-23 EXCHANGE ROAD  
WATFORD WD18 0JG

TEL: 01923 209483  
FAX: 01923 233411  
E-MAIL: accounts@marketplacegroup.co.uk  
www.marketplacegroup.co.uk

TEMPORARY NAME

JOB TITLE

REPORTING TO

DEPARTMENT

WEEK COMMENCING DATE

DETAILS	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
START TIME							
FINISH TIME							
BREAKS							
HOURS WORKED							

Additional Information:

TOTAL HOURS

OVERTIME

NORMAL

We certify that the total hours worked are correct and we will accept your accounts for the chargeable hours at the agreed rate. We agree to accept your terms and conditions of business as set out overleaf and we acknowledge that should any temporary worker introduced by you accept an offer of employment by us, a fee calculated in accordance with your normal scale of charges for the introduction of permanent staff will become payable.

Client Signature: \_\_\_\_\_ Name in Capitals: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

This timesheet must reach your Marketplace Office by Monday 9AM or payment will be delayed.  
White Copy to Client. Yellow and Pink copies to be returned to Marketplace.

Fax back to 01923 244697



# TIMESHEET

## TEMPORARY'S COPY

WREN HOUSE  
 19-23 EXCHANGE ROAD  
 WATFORD WD18 0JG  
 TEL: 01923 243000  
 FAX: 01923 244697  
 E-MAIL: ma@marketplacegroup.co.uk

**Marketplace**  
*Appointments*

**Marketplace**  
*Technical*

**Marketplace**  
*Human Resources*

**Marketplace**  
*Executive*

**Marketplace**  
*Accountancy*

CLIENT NAME & ADDRESS:

ACCOUNTS DEPARTMENT  
 WREN HOUSE  
 19-23 EXCHANGE ROAD  
 WATFORD WD18 0JG  
 TEL: 01923 209483  
 FAX: 01923 233411  
 E-MAIL: accounts@marketplacegroup.co.uk  
 www.marketplacegroup.co.uk

**TEMPORARY NAME** \_\_\_\_\_ **JOB TITLE** \_\_\_\_\_

**REPORTING TO** \_\_\_\_\_ **DEPARTMENT** \_\_\_\_\_ **WEEK COMMENCING DATE** \_\_\_\_\_

DETAILS	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
START TIME							
FINISH TIME							
BREAKS							
HOURS WORKED							

Additional Information: \_\_\_\_\_

TOTAL HOURS
OVERTIME
NORMAL

We certify that the total hours worked are correct and we will accept your accounts for the chargeable hours at the agreed rate. We agree to accept your terms and conditions of business as set out overleaf and we acknowledge that should any temporary worker introduced by you accept an offer of employment by us, a fee calculated in accordance with your normal scale of charges for the introduction of permanent staff will become payable.

Client Signature: \_\_\_\_\_ Name in Capitals: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

This timesheet must reach your Marketplace Office by Monday 9AM or payment will be delayed.  
 White Copy to Client. Yellow and Pink copies to be returned to Marketplace.

**Fax back to 01923 244697**

## MARKETPLACE GROUP CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF SERVICES AUGUST 2008

### DEFINITIONS

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

"**Assignment**" means the period during which the Temporary Worker is supplied to render services to the Client;

"**Client**" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied or introduced;

"**The Employment Business**" means MARKETPLACE GROUP LIMITED (3735071), MARKETPLACE APPOINTMENTS LIMITED (3785972), MARKETPLACE HUMAN RESOURCES LIMITED (3735068), MARKETPLACE BDM'S LTD TRADING AS MARKETPLACE TECHNICAL (06255567) and any associated or subsidiary company whose registered office is at Wren House, 19-23 Exchange Road, Watford, Hertfordshire, WD18 0JG.

"**Engages/Engaged/Engagement**" means the engagement, employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee

"**Temporary Worker**" means the individual who is introduced by the Employment Business to render services to the Client.

"**Transfer Fee**" means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"**Introduction Fee**" means the fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"**Introduction**" means (i) the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Employment Business to supply a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker.

"**Remuneration**" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £5000 will be added to the salary in order to calculate the Employment Business' fee.

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

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

### 2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Employment Business, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

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 Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

### 3. CHARGES

3.1 The Client agrees to pay such hourly charges of the Employment Business as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Worker's pay but also include the Employment Business' commission calculated as a percentage of the Temporary Worker's pay, employer's National Insurance contributions, holiday pay and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

3.2 The charges are invoiced to the Client on a weekly basis and are payable within 7 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.3 There are no rebates payable in respect of the charges of the Employment Business.

### 4. INFORMATION TO BE PROVIDED

4.1. When making an Introduction of a Temporary Worker to the Client the Employment Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

4.2. 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 the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

### 5. TIME SHEETS

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 one week or less) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week.

5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

### 6. PAYMENT OF THE TEMPORARY WORKER

6.1 The Employment Business assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

### 7. TRANSFER AND INTRODUCTION FEES

7.1 Where there has been a supply

7.1.1 In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business, within either

- The duration of the Assignment; or
- 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
- 8 weeks from the day after the last day the Temporary Worker worked on the Assignment,

The Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between the Employment Business and the Client.

7.1.2 The Client must give the Employment Business a minimum of 2 working days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Transfer Fee.

7.1.3 If the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

7.1.4 If the parties do not agree a period of extended hire or a Transfer Fee in accordance with 7.1.1 then

- a) The length of the extended period of hire shall be 26 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied or
- b) A Transfer Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the

Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 300 times the hourly charge. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

However, where the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

7.2 Where there has been an introduction but no supply

7.2.1 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement by the Client of the Temporary Worker by the Client either (1) directly or (2) pursuant to being supplied by another employment business within 6 months of the date of the Introduction the Client shall be liable, to either an extended period of hire or an Introduction Fee the length or amount of which is to be agreed between the Employment Business and the Client.

7.2.2 The Client must give the Employment Business a minimum of 2 working days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee.

7.2.3 If the client does not give such notice before the Temporary Worker is engaged the parties agree that the Introduction Fee shall be due.

7.2.4 If the parties do not agree a period of extended hire or an Introduction Fee in accordance with 7.2.1 then

- a) The length of the extended period of hire shall be 26 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied or
- b) A Transfer Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 300 times the hourly charge. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

However, where the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

7.3 Where there has been Introduction to and Engagement by a Third Party

7.3.1 In the event that the Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by that third party within either

- The duration of the Assignment;
  - 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
  - 8 weeks from the day after the last day the Temporary Worker worked on the Assignment
- The Client shall be liable, to pay a Transfer Fee the length of which is to be agreed between the Employment Business and the Client.

7.3.2 If the parties do not agree a Transfer Fee in accordance with 7.3.1 then the Client will be liable to pay a Transfer Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 300 times the hourly charge.

7.3.3 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

7.3.4 VAT is payable in addition to any fee due.

7.4 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 300 times the hourly charge. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

### 8. LIABILITY

8.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

8.2 Temporary Workers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

8.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

8.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

8.5 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.

### 9. SPECIAL SITUATIONS

9.1 Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client:

- Copies of any relevant qualifications or authorisations of the Temporary Worker, and
- Two references from persons not related to the Temporary Worker who has agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

### 10. TERMINATION

10.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -

- a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
  - b) Within two hours for bookings of seven hours or less;
- and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

10.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

10.3 The Client shall notify the Employment Business immediately and without delay and in any event within [24] hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

10.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 10.2.

### 11. LAW

## MARKETPLACE GROUP LTD. TEMPORARY WORKER TERMS OF ENGAGEMENT/CONTRACT FOR SERVICES JULY 2008

### 1. DEFINITIONS

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

- “Assignment” means the period during which the Temporary Worker is supplied to render services to the Client;
- “Client” means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
- “Employment Business” means MARKETPLACE GROUP LIMITED (3735071), MARKETPLACE APPOINTMENTS LIMITED (3785972), MARKETPLACE HUMAN RESOURCES LIMITED (3735068), MARKETPLACE BDM'S LTD TRADING AS MARKETPLACE TECHNICAL (06255567) and any associated or subsidiary company whose registered office is at Wren House, 19-23 Exchange Road, Watford, Hertfordshire, WD18 0JG

“Temporary Worker” means the person carrying out the assignment.

“Relevant Period” means the longer period of either 14 weeks from the ‘first’ day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

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

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

### 2. THE CONTRACT

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

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

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

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

### 3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work in general office administrative/industrial roles. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

3.5 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

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

### 4. REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at no less than the minimum legal hourly rate that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

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

### 5. STATUTORY LEAVE

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

5.2 The annual leave granted under these terms will always be the statutory minimum as it is from time to time. Under the Working Time Regulations 1998 (as amended), the Temporary Worker is entitled to annual leave as follows:

For work carried out between 1 October 2007 to 31 March 2009: 4.8 weeks.

For work carried out from 1 April 2009 onwards: 5.6 weeks.

If the statutory minimum leave is subsequently decreased or increased then entitlement to leave under this clause will be decreased or increased so as to be set at the statutory minimum as it applies to any period in which work is carried out.

5.3 All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.

5.4 Where a Temporary 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 give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

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

5.6 In the course of any Assignment during the first leave year the Temporary Worker is

5.6.1 entitled to request leave at the rate of one-twelfth of the Temporary Worker’s total holiday entitlement in each month of the leave year.

5.7 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.1.

5.8 None of the provisions of this clause regarding the statutory entitlement to paid leave shall Affect the Temporary Worker’s status as a self-employed worker.

### 6. SICKNESS ABSENCE

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

6.2 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.

### 7. TIME SHEETS

7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

7.2 Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker 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. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker’s working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client’s premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker’s working time for these purposes.

### 8. CONDUCT OF ASSIGNMENTS

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

8.1.1 Co-operate with the Client’s reasonable instructions and accept the direction, supervision and control of any responsible person in the Client’s organisation;

8.1.2 Observe any relevant rules and regulations of the Client’s establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;

8.1.3 Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;

8.1.4 Not engage in any conduct detrimental to the interests of the Client;

8.1.5 Not at any time divulge to any person, nor use for his or her own or any other person’s benefit, any confidential information relating to the Client’s or the Employment Business’ employees, business affairs, transactions or finances.

8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.

8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

### 9. TERMINATION

9.1 The Employment Business or the Client may terminate the Temporary Worker’s Assignment at any time without prior notice or liability.

9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

9.3 If the Temporary Worker does not inform the Client or the Employment Business [in accordance with clause 8.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 8.2.

9.4 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

9.5 If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of three weeks, the Employment Business will forward his/her P45 to his/her last known address.

### 10. LAW

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