



## TERMS OF BUSINESS FOR HIRERS WITH COOPLE (UK) LIMITED

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

“Agency Worker”	means the individual who is Introduced by the Employment Business to provide services to the Hirer, all of whom shall have attained 18 years of age (necessary in order to safeguard the rights and health and safety of individuals below that age as the Employment Business is unable ensure full compliance with all applicable laws and regulations relating to the engagement by Hirers of individuals via. the Employment Business below the age of 18). The Application will refer to an Agency Worker using the term “Coopler”;
“Application”	means the Application developed, owned and operated by the Employment Business, either via. the website (www.coople.com) or the respective iOS and Android applications;
“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. The Application will refer to an Assignment using the term “Job”;
“Assignment Details Form”	means written confirmation of the assignment details agreed with the Hirer prior to commencement of each Assignment and provided to the Hirer via. the “Job Confirmation” section on the Application;
“AW Rating”	has the meaning given to it in clause 3.11. Note that the Application will refer to “Coopler Rating” rather than using “AW Rating”;
“AWR”	means the Agency Workers Regulations 2010 and/ or the Agency Workers (Northern Ireland) Regulations 2011;
“AWR Claim”	means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the AWR;
“Calendar Week”	means any week commencing on Monday and ending on the immediately following Sunday;
“Charges”	means the charges of the Employment Business calculated in accordance with clause 6 and as may be varied from time to time in accordance with these Terms;
“Comparable Employee”	means as defined in Schedule 1 to these Terms;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and/ or the Conduct of Employment



Agencies and Employment Businesses Regulations (Northern Ireland) 2005;

- “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: (a) up to and including 24 May 2018, the Data Protection Act 1998 (“DPA”) and EC Directive 95/46/EC (the “DP Directive”); or (b) on and from 25 May 2018, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) (“GDPR”) and, in each case, all legislation and regulations enacted in the UK in respect of the protection and transfer of personal data;
- “Dedicated Worker” means an Agency Worker who has accepted a request from, or on behalf of, a Hirer or multiple Hirers to activate the status of “Dedicated Worker” and who remains at the relevant time a Dedicated Worker for at least one Hirer;
- “Employment Business” means Coople (UK) Limited (registered in England and Wales under company no. 9402285) of 4 Christopher Street, London, EC2A 2BS;
- “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 by 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; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Agency Worker is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
- “EQA” means the Equality Act 2010;
- “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 Introduced. The Application will refer to a Hirer using the term "Employer". Notwithstanding the foregoing, please note that as a matter of law neither the Hirer nor the Employment Business will <i>employ</i> Agency Workers. Rather, during Assignments the Agency Worker will be engaged by the Employment Business as a worker on a contract for services (not a contract of employment), and his or her services will be supplied by the Employment Business to the Hirer (or "Employer"). No contract of employment, or contract for services, will exist between the Agency Worker and the Hirer (or "Employer"). For completeness, between Assignments no contract for services shall exist between the Agency Worker and the Employment Business;
"Hirer Rating"	has the meaning given to it in clause 3.11. Note that the Application will refer to "Employer Rating" rather than using "Hirer Rating";
"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;
"Introduction"	means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Agency Worker; or (ii) the Hirer's interview of the Agency Worker (in person or by telephone or by any other means), following the Hirer's instruction to the Employment Business to supply a temporary worker; or (iii) the supply of the Agency Worker; and, in any case, which leads to an Engagement of the temporary worker or the Agency Worker; and "Introduced" and "Introducing" shall be construed accordingly;
"Losses"	means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
"Multiplier"	means as defined in clause 6.2;
"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 Schedule 1 to these Terms;
"Relevant Period"	means the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> 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 <u>first</u> day on which the Agency Worker worked for the Hirer having been supplied by the 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;
"Relevant Terms and Conditions"	means terms and conditions relating to: <ul style="list-style-type: none"> <li>(a) pay;</li> <li>(b) the duration of working time;</li> <li>(c) nightwork;</li> <li>(d) rest periods;</li> <li>(e) rest breaks; and</li> <li>(f) annual leave</li> </ul> that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;
"Remuneration"	includes gross 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 Agency Worker for services provided to or on behalf of the Hirer or any third party;
"Temporary Work Agency"	means as defined in Schedule 1 to these Terms;
"Terms"	means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;
"Timesheet"	means a job report printed by an Agency Worker from the Application on which an Agency Worker has indicated in manuscript the hours worked during all or part of an Assignment (as applicable);
"Transfer Fee"	means the fee payable in accordance with clause 8 of these Terms and Regulation 10 of the Conduct Regulations;
"Vulnerable Person"	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and
"WTR"	means the Working Time Regulations 1998 and/ or the Working Time Regulations (Northern Ireland) 1998.

- 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 contract between the Employment Business and the Hirer for the supply of the Agency Worker's services by the Employment Business to the Hirer via. the Hirer's use of the Application, and are deemed to be accepted by the Hirer by virtue of its registration with the Employment Business via. the Application, its log-in to and use of the Application, the Engagement of the Agency Worker, and/or the passing of any information by the Hirer about an Agency Worker to any third party following an Introduction (as applicable).
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer. These Terms shall also, in the event of conflict and notwithstanding anything to the contrary therein, prevail over any terms which from time-to-time govern the Hirer's access to, and use of, the Application (save insofar as the terms governing access to, and use of, the Application relate to limitations of the Employment Business's liability in which case, in the event of a conflict, the terms governing access to, and use of, the Application shall prevail).
- 2.3. Subject to clause 6.3, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer 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 or in the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981) (as amended) when Introducing Agency Workers for Assignments with the Hirer.

## 3. HIRER OBLIGATIONS

- 3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations, and to provide Agency Workers with information regarding potential Assignments sufficient to enable them to determine their interest in the same, the Hirer undertakes to provide to the Employment Business details of each position which the Hirer seeks to fill, including the following:
  - 3.1.1. the type of work that the Agency Worker would be required to do;

- 3.1.2. the location and hours of work;
  - 3.1.3. details regarding remuneration and emoluments;
  - 3.1.4. by selecting the appropriate "Job Profile" on the Application, the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position. Where selection of a "Job Profile" would not enable the Hirer to adequately inform the Employment Business of the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position, the Hirer agrees that it shall inform the Employment Business in writing of the same (in accordance with clauses 15.2 and 15.3) and shall co-operate fully and in a timely manner with the Employment Business in this regard;
  - 3.1.5. any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks;
  - 3.1.6. the date the Hirer requires the Agency Worker to commence the Assignment;
  - 3.1.7. the duration or likely duration of the Assignment,
- along with any other details requested by the Employment Business.

3.2. The Hirer acknowledges that the Employment Business will make available to Agency Workers registered with it the details provided to it relating to potential Assignments via a largely automated matching process facilitated by the Application. The Hirer acknowledges that the Application seeks to match Agency Workers with Hirers in respect of potential Assignments by reference to the data (including personal data and sensitive personal data) provided by Agency Workers to the Employment Business and any criteria specified by the Hirer in relation to Agency Workers' characteristics (including without limitation Dedicated Worker status) and/or the potential Assignments (for example, without limitation, remuneration and emoluments, and experience, training, qualifications and any authorisation(s) which the Hirer considers are necessary, or which are required by law or by any professional body). Pursuant to the aforementioned matching process, the Application will provide to a Hirer details of all, or a selection of, Agency Workers who have expressed interest in an Assignment, from whom the Hirer shall select the Agency Worker(s) to whom the Assignment will be offered. Accordingly, the Hirer acknowledges that the Employment Business is not involved in the Hirer's selection of Agency Workers for an Assignment (and makes no warranties or representations in relation to the suitability of a specific Agency Worker for a specific Assignment, including where the Hirer requests the Employment Business to engage an Agency Worker on their behalf) or the Hirer's requests for certain Agency Workers to accept Dedicated Worker status (other than providing the Hirer with access to and use of the Application). The Hirer hereby agrees that it shall not specify any such criteria, or raise any questions of Agency Workers, or select any Agency Workers for Assignments, or request that only certain Agency Workers accept Dedicated Worker status where to do so would, or may, result in it and/or the Employment Business breaching any applicable laws or regulations, including without limitation the EQA.

3.3. The Hirer will assist the Employment Business in complying with the Employment Business' duties under the WTR by supplying any relevant information about the Assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under the WTR. If the Hirer requires the services of an Agency Worker for

more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 hours.

- 3.4. The Hirer will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the AWR.
- 3.5. To enable the Employment Business to comply with its obligations under the AWR, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and promptly at any time at the Employment Business' request:
  - 3.5.1. to inform the Employment Business of any Calendar Weeks in which the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
  - 3.5.2. if, the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Hirer via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work which may count towards the Qualifying Period, 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;
  - 3.5.3. to inform the Employment Business if, the Agency Worker 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:
    - 3.5.3.1. completed two or more assignments with the Hirer;
    - 3.5.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
    - 3.5.3.3. 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;
  - 3.5.4. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
    - 3.5.4.1. provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;

- 3.5.4.2. inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
  - 3.5.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee; and
  - 3.5.4.4. inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
  - 3.5.4.5. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.
- 3.6. In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the AWR, the Hirer will:
- 3.6.1. integrate the Agency Worker into its relevant performance appraisal system;
  - 3.6.2. assess the Agency Worker's performance;
  - 3.6.3. promptly provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
  - 3.6.4. promptly provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.
- 3.7. The Hirer will promptly comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the AWR.
- 3.8. The Hirer warrants that:
- 3.8.1. all information and documentation supplied to the Employment Business in accordance with clauses 3.5, 3.6 and 3.7 is complete, accurate and up-to-date; and
  - 3.8.2. it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.5, 3.6 and 3.7; and
  - 3.8.3. it shall not seek to structure Assignments in such a manner as to avoid the application to an Agency Worker or Agency Workers of the AWR.



- 3.9. Without prejudice to clauses 14.7 and 14.8, the Hirer shall inform the Employment Business in writing of any:
- 3.9.1. oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the AWR; and
  - 3.9.2. written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker

as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Hirer and the Hirer will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer's receipt of such a request in accordance with Regulation 16 of the AWR and the Hirer will provide the Employment Business with a copy of any such written statement.

- 3.10. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.
- 3.11. The Hirer agrees that promptly following receipt of a request from the Employment Business in relation to working hours pursuant to either clause 5.1.1 or 5.1.2 it shall provide via. the Application a rating of the Agency Worker based on the following non-exclusive factors: friendliness, punctuality, reliability, know-how and expertise (an "AW Rating"). The Hirer hereby warrants that each such AW Rating will be true, accurate and not misleading, and will reflect an objective impression gained during the Assignment. The Hirer acknowledges that at the end of each Assignment the Agency Worker will provide via. the Application a rating of the Hirer based on the following non-exclusive factors: friendliness, punctuality, reliability, know-how and expertise (a "Hirer Rating"). Agency Workers will be required to warrant that each such Hirer Rating will be true, accurate and not misleading, and will reflect an objective impression gained during the Assignment. In respect of each Assignment the Agency Worker shall be informed of the AW Rating and the Hirer shall be informed of the Hirer Rating. Prior to accepting Assignments via. the Application, Agency Workers shall be able to view details of prior Hirer Ratings, and may take the same into account when determining whether or not to accept an Assignment.
- 3.12. If an Agency Worker receives a 1-star AW Rating which he or she considers unjustified, the Employment Business will, in a timely fashion, review the relevant AW Rating provided always that the Agency Worker has provided promptly to the Employment Business in writing the reasons the Agency Worker considers the AW Rating to be unjustified, along with any supporting documentation relevant to the same. The Hirer agrees to co-operate with any such review conducted by the Employment Business, including by providing it with such further information as the Employment Business in its sole and absolute discretion considers relevant to the same. Upon conclusion of any such review the Employment Business will in its sole and absolute discretion determine whether to uphold, adjust or remove the relevant AW Rating. The Hirer agrees that the decision of the Employment Business in this regard shall be final and that the Hirer shall have no right to appeal against the same.
- 3.13. The Hirer may request that specific Agency Workers become Dedicated Workers. Dedicated Workers will only be notified by the Employment Business of potential Assignments with the Hirer

or Hirers for whom at the relevant time they are Dedicated Workers. A Hirer who at the relevant time has Dedicated Workers may elect to receive expressions of interest in potential Assignments either from both Dedicated Workers and other agency workers using the Application or from Dedicated Workers only. A Dedicated Worker will be free at any time to deactivate Dedicated Worker status in respect of one, some or all Hirers with whom s/he has previously had that status. Similarly, a Hirer will be free to deactivate Dedicated Worker status in respect of any Dedicated Worker at any time. Activation or deactivation of Dedicated Worker status will occur as soon as reasonably practicable following receipt by the Employment Business via the Application of notification of the same. Agency Workers who reject a request to become, or having accepted such a request subsequently cease to be, a Dedicated Worker shall continue to be notified of potential suitable Assignments including with the Hirer with or from whom the Agency Worker has been or has received a request to become (as applicable), a Dedicated Worker (always subject to and in accordance with the remainder of these Terms).

- 3.14. Notwithstanding anything else in these Terms, it is a condition of the Employment Business providing services to the Hirer under these Terms, and accordingly of access to the Application, that the Hirer agrees (including for the purposes of the Data Protection Laws) to the processes in relation to AW Ratings and Hirer Ratings and Dedicated Worker status described in this clause, which are fundamental to the operation of the Employment Business and the Application. Accordingly, if the Hirer subsequently revokes its agreement to the same for the period that the Hirer has revoked its agreement the Hirer agrees and acknowledges that it shall not be provided with services by the Employment Business and shall not have access to the Application.

#### 4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER

- 4.1. When Introducing an Agency Worker to the Hirer the Employment Business shall inform the Hirer:
- 4.1.1. of the identity of the Agency Worker;
  - 4.1.2. that the Agency Worker is willing to work in the Assignment; and
  - 4.1.3. the Charges.
- 4.2. Details of only those Agency Workers who have confirmed to the Employment Business that they have the experience, training, qualifications and any authorisation(s) which the Hirer has, by selecting the appropriate "Job Profile" on the Application, informed the Employment Business that it considers are necessary, or required by law or by any professional body, to work in an Assignment will be provided via the Application to the Hirer pursuant to the process summarised at clause 3.2.
- 4.3. 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 Agency Worker is Introduced for an Assignment in the same position as one in which the Agency Worker had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

## 5. TIMESHEETS

- 5.1. The Agency Worker shall input on the “Working Hours” page of the Application the number of hours worked during the preceding shift of an Assignment (or during the Assignment, if for only one shift) within 6 hours of the end of such shift which the Hirer shall then be required to review. At the end of each shift the Hirer:
  - 5.1.1. promptly and in any event within 48 hours of receipt of a notification from the Employment Business via. the Application, access the appropriate page of the Application to review and approve the number of hours worked during the preceding week (or the Assignment, if for less than a week) inputted therein by the Agency Worker;
  - 5.1.2. where the Agency Worker has failed to input as envisaged in clause 5.1.1, promptly and in any event within 48 hours of receipt of a notification from the Employment Business via. the Application, access the appropriate page of the Application and input the number of hours worked by the Agency Worker during the preceding week (or the Assignment, if for less than a week); and
  - 5.1.3. if requested by the Agency Worker, shall within 48 hours of the request, sign the Timesheet provided to it by the Agency Work stating the number of hours worked by the Agency Worker during that week. This process is in addition to, rather than in lieu of, the processes set out at clauses 5.1.1 and 5.1.2 above, and is intended to furnish the Agency Worker (where s/he wishes) with evidence, and so additional comfort, regarding the hours worked.
- 5.2. Where the Hirer fails to comply with the obligations pursuant to clause 5.1, the Employment Business will input on the appropriate page of the Application the number of hours worked by the Agency Worker during the Assignment.
- 5.3. By complying with clause 5.1 above the Hirer is confirming the number of hours worked. If the Hirer is unable to comply with clause 5.1.1 and/or, where relevant, clause 5.1.3 because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as is reasonably practicable. In the aforementioned circumstances, and where the Agency Worker disagrees with the input made by the Hirer pursuant to clause 5.1.2, the Hirer 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 Agency Worker. Failure to engage with the aforementioned processes does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.
- 5.4. The Hirer shall not be entitled to decline to validate the Agency Worker’s input referred to in clause 5.1.1 or, in complying with clause 5.1.2, to input a number of hours that is less than the number of hours actually worked by the Agency Worker, or to decline to sign a Timesheet, on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event that the Hirer is dissatisfied with the Agency Worker the provisions of clause 10.1 below shall apply.

## 6. CHARGES

- 6.1. The Hirer agrees to pay the Charges as notified to and agreed with the Hirer in writing.
- 6.2. Subject to clause 6.3, unless otherwise notified to and agreed with the Hirer in writing, the Charges will be calculated on the following basis:

Number of hours worked by the Agency Worker (usually to the nearest quarter hour) multiplied by the Agency Worker's hourly rate of pay (gross) multiplied by a factor (the Multiplier).

The Multiplier shall be agreed in writing between the Employment Business and the Hirer in advance of the commencement of any Assignment or, if agreed, series of Assignments, and the commencement of any Assignment shall be subject to and conditional on such prior written agreement.

For the avoidance of doubt, where the Charges are calculated in accordance with this clause 6.2, there shall be no additional charge to the Hirer in respect of any paid holiday leave to which the Agency Worker is entitled in connection with the WTR which is accrued during the course of an Assignment (at the statutory rate of 12.07% of the hourly gross wage) or employer's National Insurance contributions.

6.3. The Employment Business reserves the right to apply the following additional Charges, which will be in addition of the Charges calculated in accordance with clause 6.2:

6.3.1. an amount equal to any paid holiday leave to which the Agency Worker is entitled in excess of the statutory entitlement referred to in clause 6.2, whether pursuant to the WTR, the AWR or otherwise;

6.3.2. an amount equal to any bonus or commission that the Hirer awards to the Agency Worker in accordance with clause 6.2 immediately following any such award (and the Employment Business will pay any such bonus to the Agency Worker); and

6.3.3. any other, or additional, amounts to which the Agency Worker is entitled under the AWR or any other applicable legal requirement or entitlement (including, without limitation, pensions auto-enrolment legislation), where applicable;

all of which shall be multiplied by the Multiplier.

6.4. The Employment Business further reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:

6.4.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the AWR and/or pensions auto-enrolment legislation; and/or

6.4.2. if there is any variation in the Relevant Terms and Conditions.

6.5. Unless otherwise agreed in writing, howsoever the Charges are determined (including pursuant to clauses 6.2 and 6.3 above) they shall include in addition a sum equal to any travel, hotel or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable, in respect of the specific Assignment or Assignments. This element of the Charges shall not be subject to the Multiplier.

6.6. The Employment Business will invoice the Charges to the Hirer on a weekly basis. The Hirer will pay the Charges within 7 days of the date of the invoice via Direct Debit.

6.7. VAT is payable at the applicable rate on the entirety of the Charges.

- 6.8. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date 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.
- 6.9. No refunds are payable by the Employment Business in respect of the Charges.
- 6.10. The Hirer's obligations under this clause 6 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights.
- 6.11. The Hirer consents to the Employment Business conducting credit checks on it. Such checks may be conducted at any times following entry into these Terms and on more than one occasion, and the Hirer shall promptly provide the Employment Business with any information requested by it in connection with the same. Without prejudice to the generality of clause 11 below regarding termination of Assignments, the Employment Business may in its sole and absolute discretion render the commencement or continuance of any Assignment subject to and conditional on the Hirer paying to the Employment Business in advance of commencement or continuation of the Assignment a sum equal to the Employment Business's best estimate (in its sole and absolute discretion and based on facts reasonably available to it at the relevant time) of the Charges likely to be incurred by the Hirer in connection with the relevant Assignment. Where the Hirer makes such a pre-payment the Employment Business will still invoice the Charges to the Hirer on a weekly basis in accordance with clause 6.5. No payment shall be required in respect of an invoice issued in such circumstances unless the Employment Business, in its sole and absolute discretion, requires that the Hirer within 7 days of the date of the invoice pays to the Employment Business via Direct Debit a sum equal to the amount (if any) by which the Charges on the relevant invoice exceed the pre-payment made by the Hirer in respect of the period covered by the invoices and/or previous invoices in respect of the same Assignment. Where applicable the Employment Business will within 14 days of the date of the final invoice in respect of an Assignment reimburse the Hirer in respect of the amount (if any) that the pre-payment made by the Hirer in respect of the relevant Assignment exceeded the Charges actually incurred by the Hirer in respect of the same. For the avoidance of doubt, the Hirer agrees that no interest shall be payable by the Employment Business in respect of any such excess.

## 7. PAYMENT OF THE AGENCY WORKER

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

## 8. TRANSFER FEES

- 8.1. The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages an Agency Worker Introduced by the Employment Business other than via the Employment Business or introduces the Agency Worker to a third party and such introduction results in an Engagement of the Agency Worker by the third party other than via the Employment Business and:
- 8.1.1. where the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or

- 8.1.2. where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.

The Hirer agrees that Transfer Fees will be calculated in accordance with Schedule 2.

- 8.2. The Hirer undertakes to inform in writing the Employment Business immediately upon becoming aware that a Transfer Fee is, or may be, payable, and to co-operate fully and in a timely fashion with the Employment Business to facilitate compliance with the Hirer's obligations pursuant to this clause 8.
- 8.3. If the Hirer wishes to Engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving 2 weeks' written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in Schedule 2.
- 8.4. During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.3; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Agency Worker on the same terms as the Assignment; but the Agency Worker is Engaged by the Hirer, the Hirer shall pay the Transfer Fee. If the Hirer fails to give notice of its intention to Engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.
- 8.5. The Employment Business will not refund the Transfer Fee in the event that the Engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates.
- 8.6. VAT is payable in addition to any Transfer Fee due.

## 9. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

### 9.1. Where:

- 9.1.1. the Agency Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the Agency Worker; and
- 9.1.2. in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies to the Hirer of two references from persons who are not relatives of the Agency Worker and who have agreed that the references they provide may be disclosed to the Hirer;

and such other reasonably practicable steps as are required to confirm that the Agency Worker is suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps

to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain this information in any event.

- 9.2. The Hirer shall advise the Employment Business at the time of instructing the Employment Business to supply an Agency Worker whether during the course of the Assignment, the Agency Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 or the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007.
- 9.3. The Hirer shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 or the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 and to allow the Employment Business to select a suitable Agency Worker for the Assignment.
- 9.4. In particular in the event that the Hirer removes an Agency Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Disclosure and Barring Service (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 or the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

## 10. UNSUITABILITY OF THE AGENCYWORKER

- 10.1. The Hirer undertakes to supervise and instruct the Agency Worker sufficiently to ensure the Hirer's satisfaction with the Agency Worker's standards of work. If the Hirer reasonably considers that the services of the Agency Worker are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Agency Worker. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Hirer has notified the Employment Business immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates:

10.1.1. within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for more than 7 hours; or

10.1.2. within 2 hours for Assignments of 7 hours or less;

and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

- 10.2. The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that any Agency Worker supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all Charges incurred prior to the termination of the Assignment.

10.3. The Hirer shall notify the Employment Business immediately, without delay and in any event within the same working day on which it becomes aware of the same if in respect of the Assignment or any part thereof the Agency Worker:

10.3.1. is more than 30 minutes late to arrive at the location at the start time specified in the Assignment Details Form; and/or

10.3.2. fails to attend work,

and shall promptly provide the Employment Business with details of when and how it became aware of the same along with details of, and where applicable copies of, any explanation and any other information or supporting documentation supplied to it by the Agency Worker in connection with the same.

10.4. On receipt of a request by the Hirer the Employment Business shall use reasonable endeavours to organise for an alternative Agency Worker to attend work in place of an Agency Worker who has failed to attend work during an Assignment, provided always that provision of an alternative Agency Worker by the Employment Business shall not impact on a Hirer's obligations to pay to the Employment Business the Charges (to the extent any are applicable) in respect of the Agency Worker who has failed to attend work during an Assignment.

## 11. TERMINATION OF THE ASSIGNMENT

11.1. Any of the Hirer, the Employment Business or the Agency Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any Charges due under clause 6 above).

11.2. If the Hirer breaches these Terms, the Employment Business may at its option and on written notice to the Hirer, suspend or terminate Hirer's access to the Application or terminate these Terms (including any applicable Assignment).

11.3. Without prejudice to the generality of the foregoing, where an Agency Worker has on multiple occasions either been more than 30 minutes late to arrive at a location at a start time specified in an Assignment Details Form and/or has failed to attend work, whether for the Hirer or other hirer(s), the Employment Business reserves the right to terminate any ongoing and/or future Assignments of that Agency Worker. Before undertaking such action the Employment Business may seek to consult with relevant Hirers if the Agency Worker has ongoing or future Assignments, although the Employment Business shall have the final decision in this regard in its sole and absolute discretion.

## 12. CONFIDENTIALITY AND DATA PROTECTION

12.1. All information relating to an Agency Worker is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. The Hirer acknowledges and accepts the Website, Use, Privacy and Cookies Policy contained on the Employment Business' website (as amended from time to time).

12.2. The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the





Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the AWR (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).

- 12.3. Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.
- 12.4. In the event an Agency Worker works for a Hirer in an area of business giving him/her access to confidential information, the Hirer shall bear sole responsibility to ensure that the Agency Worker is made aware the information is confidential and where applicable, may require the Agency Worker to sign a confidentiality or non-disclosure or other similar agreement. For the avoidance of doubt, and without prejudice to clause 14, the Employment Business shall not have any liability for any loss, liability, costs, damages, expenses or otherwise arising from any breach by the relevant Agency Worker of the terms of any such agreement or, in the event that no such agreement has been entered into, the Agency Worker's misuse or unauthorised disclosure of confidential information or trade secrets.

### 13. INTELLECTUAL PROPERTY RIGHTS AND LICENCE

- 13.1. All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Hirer. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Agency Worker shall execute all such documents and do all such acts in order to give effect to the Hirer's rights pursuant to this clause.
- 13.2. With effect from the Hirer inputting an order on the Application for the supply of an AW's services, the Hirer hereby grants the Employment Business and its group entities a royalty-free, non-exclusive licence to use the Hirer's name, logos, product and service names, and slogans of the Hirer and the Hirer's Group, for the purposes of promoting the Employment Business's services (including without limitation the Application). The Hirer warrants and represents that it has all required rights to grant the aforementioned licence and that it shall, on demand by the Employment Business, provide the Employment Business with its current name, logos, product and service names, and slogans in such format as the Employment Business may reasonably require.

### 14. LIABILITY

- 14.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss (including losses arising from breach of contract, indirect or consequential losses, loss of profits), expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from any acts or omissions of, or the negligence, dishonesty, misconduct or lack of skill, of the Agency Worker or if the Agency Worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 14.2. Agency Workers supplied by the Employment Business pursuant to these Terms are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Agency Worker, whether wilful, negligent or otherwise as though the Agency Worker was on the payroll of the Hirer.

- 14.3. The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.
- 14.4. The Hirer will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the EQA, WTR, AWR, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 or the Health and Safety at work (Northern Ireland) Order 1978 and the management of Health and Safety at Work (Northern Ireland) Regulations 2000 (as amended), by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in clause 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments.
- 14.5. The Hirer undertakes not to request the supply of an Agency Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.
- 14.6. The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of:
- 14.6.1. the services it provides to the Hirer (including without limitation Losses arising out of the Hirer's use of the Application);
  - 14.6.2. any Assignment; and/or
  - 14.6.3. non-compliance with, and/or any breach of, these Terms by the Hirer (including without limitation clause 3 and 14.4).
- 14.7. The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.
- 14.8. If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer undertakes to take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Hirer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.
- 14.9. The Hirer's indemnities and the Employment Business limitations and exclusions of liability set out in this clause 14 shall survive the termination or expiry of these Terms for whatever reason.

## 15. NOTICES

- 15.1. All notices which are required to be given in accordance with these Terms shall be in English and 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, or by email or facsimile transmission to any address or number (as applicable) of which



the party has notified the other party in writing. 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 (provided that the serving party is able to prove that the email or facsimile has been sent by provision of a printed hard copy of the sent email or facsimile).

- 15.2. Where the Hirer is required by these Terms to inform the Employment Business of something in writing and chooses to do so by email or facsimile to the address or number (as applicable) provided for the relevant purpose by the Employment Business, such email or facsimile shall only be deemed to have been received by the Employment Business on receipt by the Hirer of a confirmation of receipt by the Employment Business (not to be unreasonably withheld or delayed). Where no such confirmation of receipt is received by the Hirer, the Hirer should consider that such email or facsimile has not been delivered to the Employment Business (and accordingly that it has not discharged the relevant obligations under these Terms), and it should resend the relevant email or facsimile after having confirmed the address or number (as applicable).
- 15.3. The Hirer acknowledges and agrees that the Employment Business does not systematically review any comments specified in free text fields on the Application and the Work assignment description; such free text fields merely being a means by which the Employment Agency facilitates communication between Agency Workers and Hirers. Accordingly, the Hirer acknowledges and agrees that inputting data therein will not satisfy obligations under these Terms to inform the Employment Business of any relevant data in writing. Where the Hirer is required under these Terms to inform the Employment Business of something in writing it should do so in accordance with clause 15.2.

## 16. 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.

## 17. 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 1: "COMPARABLE EMPLOYEE", "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

"Comparable Employee" means as defined in Regulation 5(4) of the AWR being an employee of the Hirer who:

- (a) works for and under the supervision of the Hirer and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skill; and
- (b) works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

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)i., 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.

“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.

## SCHEDULE 2: TRANSFER FEES

(a) The Transfer Fee referred to in clause 8 shall be agreed in writing between the Employment Business and the Hirer in relation to specific Assignments. In the event that the parties do not agree the amount of the Transfer Fee in relation to a specific Assignment then the Employment Business shall be entitled to charge a fee of £1499.

(b) The Period of Extended Hire, referred to in clause 8, before the Hirer Engages an Agency Worker, shall be agreed in writing between the Employment Business and the Hirer in respect of specific Assignments. In the event that the parties do not agree the length of the Period of Extended Hire in relation to a specific Assignment then the period shall be 480 working hours, less any hours worked by the Agency Worker for the Hirer prior to the start of the Period of Extended Hire.\