

TERMS OF ENGAGEMENT FOR AGENCY WORKERS WITH COOPLE (UK) LIMITED

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

“Actual Rate of Pay”	means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form;
“Actual QP Rate of Pay”	means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form;
“Agency Worker”	means the individual agreeing to these Terms and accordingly to be supplied by the Employment Business to provide services to the Hirer. The Application will refer to an Agency Worker using the term “Coopler”;
“Agreed Deductions”	means any deductions the Agency Worker has agreed can be made from their pay;
“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 to be given to the Agency Worker upon acceptance of each Assignment via the “Job Details” section of the Application;
“AW Rating”	shall have the meaning given to it in clause 4.6. 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;

“Calendar Week”	means any week commencing on Monday and ending on the immediately following Sunday;
“Checks”	means the checks carried out in accordance with the policies and practices of the Employment Business in place from time to time by or on behalf of the Employment Business to establish the Agency Worker’s identity, age and eligibility to work in the United Kingdom;
“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;
“Deductions”	means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
“Emoluments”	means any pay in addition to the Actual QP Rate of Pay;

“Employment Business”	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 any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“First Assignment”	means: <ul style="list-style-type: none">(a) the relevant Assignment; or(b) if, prior to the relevant Assignment:<ul style="list-style-type: none">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; andii. the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);
“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced. 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”	shall have the meaning given to it in clause 4.6. 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;
“Hourly Rate”	means the lowest rate of the National Minimum Wage or, where applicable, the National Living Wage (but not, for the avoidance of doubt, the Living Wage set by the Living Wage Foundation) applicable to the Agency Worker from time to time, being the minimum gross rate of pay (subject to Deductions and any Agreed Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;
“Leave Year”	means the period during which the Agency Worker accrues during Assignments, and may take, statutory leave commencing on 1 st January each year and runs until the anniversary of that date;
“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 Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
“Temporary Work Agency”	means as defined in Schedule 1 to these Terms;
“Terms”	means these terms of engagement (including the attached schedules) together with any applicable Assignment Details Form;
“Timesheet”	means a job report printed by the Agency Worker from the Application on which the Agency Worker has recorded the hours worked in writing during all or part of an Assignment (as applicable);
“Transfer Fee”	means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;
“Working Week Limit”	means an average of 48 hours each week calculated over a 17-week reference period; 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 entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker and, in the event of conflict and notwithstanding anything to the contrary therein, over any terms which from time-to-time govern the Agency Worker'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).
- 2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is made accessible to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 or in the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981) (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1.

3.1.1. The Agency Worker acknowledges that, subject to and conditional on these Terms, the Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the type of work in which the Agency Worker expresses an interest by indicating an interest in potential Assignments.

3.1.2. The Agency Worker acknowledges that the Employment Business will do so via. a largely automated matching process facilitated by the Application, which 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. The Agency Worker further acknowledges that once Dedicated Worker status has been activated in respect of any Hirer by the Agency Worker accepting a request in respect of the same, s/he, as a Dedicated Worker, will only be notified by the Employment Business of potential Assignments with the Hirer or Hirers for whom at the relevant time s/he is a Dedicated Worker. For completeness, Hirers with 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, and Dedicated Workers will be notified of such deactivation. 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).

3.1.3. As such, the Agency Worker hereby warrants that:

- (i) any data it inputs into the Application will be in all respects true, accurate and not misleading;
- (ii) s/he shall respond to requests for data promptly and, where applicable, within the timeframes specified in other provisions of these Terms;
- (iii) s/he shall only create "Job Profiles" on the Application if s/he has the experience, training, qualifications and any authorisation(s) which are necessary or required by law in respect of the same, and the Agency Worker acknowledges that whether an Agency Worker is able to create and/or maintain certain "Job Profiles" on the Application shall be determined by the Employment Business in its sole and absolute discretion; and
- (iv) s/he will only indicate an interest in Assignments if s/he has the experience, training, qualifications and any authorisation(s) which are specified to be necessary or required by law or by any professional body to work in the Assignment.

- 3.1.4. The Employment Business is not involved in the Hirer's selection of agency worker(s) for an Assignment or requests to agency workers for Dedicated Worker status (other than providing the Hirer with access to and use of the Application). The Employment Business neither accepts any liability in this regard nor gives any warranty or guarantee that the Agency Worker will be selected for Assignments by, or will receive requests to become Dedicated Workers from, Hirers.
 - 3.1.5. It is a condition of these Terms and the Agency Worker's use of the Application that the Agency Worker agrees on an ongoing basis (including for the purposes of the Data Protection Laws) that the Employment Business and the Application may use, and provide to Hirers, data provided to the Employment Business by the Agency Worker (including personal data and sensitive personal data) to facilitate and improve the matching and Hirer selection and request for Dedicated Worker status processes referred to above and to ensure that the Agency Worker is able to indicate an interest only in potential Assignments which constitute a fit with the Agency Worker's profile criteria (including without limitation any Dedicated Worker status). The Agency Worker shall not be obliged to accept any Assignment or Dedicated Worker status offered by a Hirer.
- 3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
- 3.2.1. the Employment Business shall incur no liability to the Agency Worker should the Agency Worker fail to be offered Assignments by Hirers; and
 - 3.2.2. the Agency Worker agrees that the Employment Business will not communicate to a Hirer interest expressed by an Agency Worker in an Assignment until such time as the Agency Worker has: (i) provided to the Employment Business any information and documentation required by it in connection with the Checks; (ii) passed the Checks to the satisfaction of the Employment Business (in its sole and absolute discretion); and (iii) unless the Agency Worker has 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).
- 3.3. At the same time as an Assignment is offered to, and agreed by, the Agency Worker the Employment Business shall provide by electronic means the Agency Worker with an Assignment Details Form setting out the following:
- 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
 - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
 - 3.3.3. the type of work, location and hours during which the Agency Worker would be required to work;

- 3.3.4. the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;
 - 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and
 - 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.
- 3.4. Where such information is not given at the same time as an Assignment is offered to, and agreed by, the Agency Worker it shall be confirmed by electronic means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:
- 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
 - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. Unless otherwise specified in respect of specific Assignments, the notice period required where the Hirer wishes to engage the Agency Worker for a Period of Extended Hire, along with the Period of Extended Hire itself, are set out in Schedule 2. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.

- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

4. AGENCY WORKER'S OBLIGATIONS

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
- 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
 - 4.1.2. during each Assignment, devote the whole of his/her time, attention and skill to his/her duties in connection with the same, and perform those duties professionally, competently, faithfully, diligently, and to the highest ethical standards;
 - 4.1.3. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
 - 4.1.4. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;
 - 4.1.5. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
 - 4.1.6. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
 - 4.1.7. not at any time divulge to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business' employees, business affairs, transactions or finances; and
 - 4.1.8. take reasonable care of and, on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer (or where appropriate to the Employment Business) any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:
- 4.2.1. inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
 - 4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and
 - 4.2.3. inform the Employment Business if, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
 - 4.2.3.1. completed two or more assignments with the Hirer;
 - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3. In respect of each Assignment or part thereof:
- 4.3.1. the Agency Worker must use every effort to arrive at the location at the start time, both as specified in the Assignment Details Form;
 - 4.3.2. if the Agency Worker is unable to arrive at such location at such start time, whether because the Agency Worker will be late or because the Agency Worker will be unable for any reason to attend work, the Agency Worker must inform the Employment Business and the Hirer as soon as possible, including before the start time if the Agency Worker becomes aware before the start time that he or she will not be able to do so, and in any event within 30 minutes of the start time; and
 - 4.3.3. in circumstances in which clause 4.3.2 applies, the Agency Worker must within 48 hours of the start time specified in the relevant Assignment Details Form provide the Employment Business and the Hirer with a detailed written explanation for the reason for the lateness or inability to attend work along with all such other information and supporting documentation that the Employment Business may reasonably require in connection with the same.

- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.5. The Agency Worker acknowledges that any breach of his/her obligations set out in these Terms (including without limitation this clause):
- 4.5.1. without prejudice to clause 9.1, may at the sole and absolute discretion of the Employment Business result in the cancellation of ongoing and/or future Assignments and in the Agency Worker's use of the Application (and so the services provided by the Employment Business) being terminated indefinitely, unless the Agency Worker can show that the same was caused by exceptional circumstances (to be determined by the Employment Business in its sole and absolute discretion); and
- 4.5.2. may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.
- 4.6. The Agency Worker agrees at the end of each week of an Assignment, or within 48 hours of the end of each Assignment where it is for a period of a week or less, to 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"). The Agency Worker hereby warrants that each such Hirer Rating will be true, accurate and not misleading, and will reflect an objective impression gained during the Assignment. The Agency Worker acknowledges that at the end of each Assignment the Hirer will provide via the Application ratings of the Agency Worker based on the following factors: friendliness, punctuality, reliability, know-how and expertise (an "AW Rating"). Hirers will be required to warrant that each such AW Rating will be true, accurate and not misleading. 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 selecting the Agency Worker for Assignments, Hirers shall be able to view the average of the Agency Worker's AW Ratings and the Agency Worker's previous 3 AW Ratings, and may take the same into account when determining whether or not to offer the Agency Worker an Assignment.
- 4.7. If the 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 provides promptly to the Employment Business in writing the reasons the Agency Worker considers the AW Rating unjustified, along with any supporting documentation relevant to the same which taken together is sufficient, in the sole and absolute discretion of the Employment Business, to carry out such a review. The Agency Worker 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 Agency Worker agrees that:
- 4.7.1. the decision of the Employment Business in this regard shall be final and that the Agency Worker shall have no right to appeal against the same; and
- 4.7.2. if, following the review process set out above, the Employment Business upholds a 1-star AW Rating on two or more occasions it may in its sole and absolute discretion

and without prior notice or liability cancel current and future Assignments of the Agency Worker and terminate indefinitely the Agency Worker's use of the Application (and so the services provided by the Employment Business).

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

5. TIMESHEETS AND WORKING TIME

- 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 48 hours of the end of such shift (or if the Agency Worker is carrying out multi-day shifts, within 48 hours of the end of the last shift, and in any event by 11pm on Sunday night) which the Hirer shall then be required to review.
- 5.2. Where the Agency Worker fails to comply with the obligations pursuant to clause 5.1, the Employment Business shall permit the Hirer to input on the appropriate page of the Application the number of hours worked by the Agency Worker during the preceding shift of an Assignment (or the Assignment, if for only one shift).
- 5.3. Subject to clause 5.5 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.4. The Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reason for any disagreement in this regard between the Agency Worker and the Hirer where:
- 5.4.1. the Hirer does not approve the input of the Agency Worker made in accordance with clause 5.1; or
 - 5.4.2. the Agency Worker disagrees with the input of the Hirer made in accordance with clause 5.2, provided that the Employment Business is notified of the same in writing by the Agency Worker within 72 hours of the Agency Worker being sent notification of the Hirer's input, and the reasons for the same in sufficient detail (in the sole and absolute discretion of the Employment Business) to enable the Employment Business to investigate.

In connection with any such further investigations the Agency Worker shall promptly provide to the Employment Business a copy of any relevant Timesheet along with any other documentation and/or information required by the Employment Business in its sole and absolute discretion, and shall in all respects co-operate fully and in a timely manner. It is

recommended but not required that the Agency Worker requests that an authorized representative of the Hirer signs the Timesheet. The Agency Worker acknowledges and agrees that such further investigation may delay any payment due to the Agency Worker, and the Agency Worker must respond promptly, and in any event within 72 hours, to any request by the Employment Business for information or documentation in this regard. The Employment Business shall make no payment to the Agency Worker for hours not worked.

- 5.5. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.5 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.
- 5.6. The Agency Worker may be required to work night shifts as part of an Assignment. If the Agency Worker undertakes night shifts under the normal course of his/her duties, he/she will be offered the opportunity to undergo a medical assessments by a doctor appointed by the Employment Business at regular intervals. A night shift involves at least three hours work during the period between 12am (midnight) and 7am. Night workers must not work more than an average of 8 hours in a 24-hour period, (calculated over 17 weeks).
- 5.7. The WTR provide that the Agency Worker shall not work on Assignments in excess of the Working Week Limit unless the Agency Worker agrees in writing that the Working Week Limit should not apply. By accepting these Terms the Agency Worker agrees that the Working Week Limit shall not apply to Assignments worked under these Terms. The Agency Worker may end this agreement by giving the Employment Business 3 months' notice in writing of the same. For the avoidance of doubt, any such notice shall not be construed as termination by the Agency Worker of any Assignment. Upon the expiry of such notice the Working Week Limit shall apply with immediate effect.

6. PAY AND DEDUCTIONS

- 6.1. The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker:
 - 6.2.1. the Actual QP Rate of Pay; and
 - 6.2.2. the Emoluments (if any),

which will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

- 6.3. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer

for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

- 6.4. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.
- 6.5. Any sums payable to the Agency Worker by the Employment Business subject to and in accordance with these Terms (including without limitation clause 5.4) and/or any Assignment Details Form(s) shall be paid in arrears usually on or around the Friday that is two weeks following the Friday of the week in which the Assignment (or part thereof) is carried out into a bank account, details of which the Agency Worker must provide to the Employment Business via the application. The Agency Worker acknowledges that the Employment Business shall not be able to make any payments pursuant to these Terms and/or any Assignment Details Form(s) unless the Agency Worker has provided the aforementioned details.
- 6.6. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.
- 6.7. If the Employment Business provides any equipment or clothing or other Employment Business property to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the same. Furthermore, unless otherwise agreed in writing, the Agency Worker must return the same to the Employment Business upon termination of the relevant Assignment or at any other time when requested by the Employment Business. In the event that the Agency Worker does not comply with the obligations set out in this clause and/or in clause 4.1.8, the Agency Worker undertakes to indemnify the Employment Business (for itself and on behalf of the Hirer) in respect of, and the Employment Business reserves the right to deduct from any sums owed by the Employment Business (including within limitation the deposit referred to in clause 6.8) to the Agency Worker, the cost of replacing the relevant equipment, clothing, or Hirer or Employment Business property. The question of whether the Agency Worker has taken reasonable care of the equipment, clothing, or Hirer or Employment Business property will be solely assessed by the Employment Business's reasonable judgement.
- 6.8. Notwithstanding any other clause of these Terms, where the Employment Business in its sole and absolute discretion considers it appropriate, the provision to the Agency Worker of Employment Business and/or Hirer property necessary for the Agency Worker to work on an Assignment will be subject to the payment by the Agency Worker to the Employment Business of a deposit. The Agency Worker agrees that such a deposit may be deducted from sums owing to him/her from the Employment Business, and to enter into any documentation which the Employment Business reasonably requires in connection with such deposit. The Agency Worker will be informed in writing of any such requirement on an Assignment specific

basis. The Agency worker agrees that once paid to the Employment Business, any such deposit shall be repayable to the Agency Worker subject to and conditional on his/her compliance with clauses 4.1.8 and 6.7 (as applicable) in respect of the relevant property, and that deductions may be made from the deposit (including without limitation deductions which reduce the deposit to zero) where the Agency Worker fails to comply with those clauses (as set out in clause 6.7). The Agency Worker also agrees that no interest shall be payable by the Employment Business (or the Hirer) in respect of any such deposit during the period that the same is held by the Employment Business.

7. ANNUAL LEAVE

- 7.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR for full time workers is 5.6 weeks.
- 7.2. Entitlement to payment for leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.
- 7.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 7.4. All entitlement to annual leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward into any subsequent Leave Year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. The times at which the Agency Worker takes paid annual leave must be approved in writing in advance by the Employment Business. The Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. In particular, it will be unusual for a request to take paid annual leave during an Assignment to be approved.
- 7.6. Subject to clause 7.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment.
- 7.7. Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and it has been agreed pursuant to clause 7.5 that the Agency Worker will take paid annual leave on that day, then for the avoidance of doubt subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement.
- 7.8. If an Agency Worker's request to take paid leave is approved by the Employment Business in accordance with clause 7.5, the Agency Worker acknowledges that payment for the annual leave will have been included in the hourly rate of pay as notified for the Assignment

(or in the relevant Assignment Details Form(s)) and is paid as accrued every two weeks in accordance with clause 6.5. No additional payment is due from the Employment Business for the period of leave actually taken and the Agency Worker may not undertake any Assignment or other work during a period of annual leave.

8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8.4. In the event that the Agency Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION

- 9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability. The Employment Business may at any time without prior notice or liability cancel current and future Assignments of the Agency Worker and terminate indefinitely the Agency Worker's use of the Application (and so the Services provided by the Employment Business), and the Employment Business's decision in this regard will be final. Factors which the Employment Business may take into consideration in this regard include, without limitation, lateness and non-attendance for Assignments and/or parts thereof, any breach or breaches of these Terms and repeated receipt of 1-star AWRatings.
- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

- 9.3. If the Agency Worker does not work in an Assignment for 12 Calendar Weeks, the Employment Business will forward his/her P45 to his/her last known email address.

10. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

11. CONFIDENTIALITY

- 11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:

- 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already, or which comes into, in the public domain (otherwise than through the Agency Worker's unauthorised disclosure);
- 11.1.2. to enter into a confidentiality or non-disclosure or other similar agreement directly with a Hirer where a Hirer in its sole and absolute discretion requires the same;
- 11.1.3. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and
- 11.1.4. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12. DATA PROTECTION

- 12.1. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.
- 12.2. The Agency Worker acknowledges that the Employment Business will need to hold, access or process personal data relating to him/her in accordance with its Data Privacy Policy (the "Data Privacy Policy") and any data privacy notice as may be provided to the Agency Worker as amended from time to time.

- 12.3. The Agency Worker is obliged to familiarise themselves and comply with the Data Privacy Policy and data privacy notices as provided to him/her as amended from time to time. Failure to comply with the Data Privacy Policy and data privacy notices may lead to cancellation of current and future Assignments undertaken by the Agency Worker, or the Employment Business may terminate indefinitely the Agency Worker's use of the Application (and so the Services provided by the Employment Business).
- 12.4. The Agency Worker acknowledges and accepts the Website, Use, Privacy and Cookies Policy contained on the Employment Business' website (as amended from time to time).

13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. OFFERS OF PERMANENT EMPLOYMENT

In order to enable the Employment Business to protect its legitimate interests, the Agency Worker agrees that they will notify the Employment Business immediately if they receive a written or verbal offer of permanent employment by a Hirer, whether during or following completion of any Assignment.

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 Agency Worker 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 Agency Worker 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 Agency Worker, s/he should consider that such email or facsimile has not been delivered to the Employment Business (and accordingly that s/he 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 Agency Worker 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 Agency Worker 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 Agency Worker is required under these Terms to inform the Employment Business of something in writing s/he should do so in accordance with clause 14.2.

16. 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: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- (a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- (b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - i. ordinary, compulsory or additional maternity leave;
 - ii. ordinary or additional adoption leave;
 - iii. ordinary or additional paternity leave;
 - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
 - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- (c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)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: PERIOD OF EXTENDED HIRE

<p>Notice period required where Hirer wishes to engage Agency Worker for a Period of Extended Hire</p>	<p>2 weeks' written notice</p>
<p>Period of Extended Hire if the Hirer wishes to engage the Agency Worker and avoid paying a Transfer Fee</p>	<p>This shall be agreed in writing between the Hirer and the Employment Business in respect of specific Assignments, and subsequently be communicated to the Agency Worker with Assignment Details. If there is no Assignment-specific agreement between the parties, the Period of Extended Hire 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.</p>