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TIMESHEET - ASSIGNMENT DETAILS

EMPLOYEE NAME						CAND NO	Э.		WEEK ENDING SUNDAY		
									ASSIGNMENT START DATE		
DRIVER'S DECLARATION OF 'WORKING HOURS' OUTSIDE OF THOSE FOR BACKLINE FOR THE PREVIOUS WEEK: Working hours do not include POA, Break or Rest Driver's Signature									SHIFT ROLE		
CLIENT NAME									START TIME EST. DURATION OF ASSIGNMENT EST. SHIFT LENGTH HOURS		
CLIENT ADDRESS / WORK LOCATION								ORDER No./NOTES			
REPORTING TO ON ARRIVAL											
WE WILL PAY STAFF IN ACCORDANCE WITH HOURS AGREED (SEE BELOW). HOURS WORKED WILL BE CHARGED WITH DEDUCTION OF BREAKS. MINIMUM HOURS WILL STILL APPLY.								FACILITIES AVAILABLE			
DAY	Mon	Tue	Wed	Thur	Fri	Sat	Sun		H&S RISKS		
START								TOTAL			
BREAKS TAKEN IN MINUTES									FOR OFFICE USE ONLY		
SUB TOTAL									STD HOURS		
Client Signature Print Name									O/T		
Position Date								S/PREMIUM			
We agree that the hours worked are correct and will accept your account for the chargeable hours at the rate specified.									N/OUT N/OUT		

TERMS & CONDITIONS OF BUSINESS

I. 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;

"Agency Workers Regulations" means the Agency Workers Regulations 2010; "Assignment" means assignment services to be performed by the Agency Worker for the Hirer for a period of time during (ii) which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
"Assignment Details Form" means written confirmation of the assignment details agreed with the Hirer prior to commencement of the

"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 Agency Workers Regulations:

"Calendar Week" means any period of seven days starting with the same day as the first day of the First Assignment:

to time in accordance with these Terms

"Comparable Employee" means as defined in Schedule 1 to these

and Employment Businesses Regulations 2003;

"Confidential Information" means any and all confidential commercial. and other information concerning the Assignment) in any form or medium the Employment Business' fee; any other means, provided to the Agency Worker or any third party in Terms: by a third party on behalf of the Hirer whether before or after the date of schedules) together with any applicable Assignment Details Form; form or medium or any part(s) of such information;

ownership; or (b) the power to direct or cause the direction of the affairs and includes any person under the age of eighteen; and or other entity in question, whether through the ownership of voting 1998. capital, by contract or otherwise, and "Controlle" and 1.2. Unless the context otherwise requires, references to the singular of the singular or otherwise in the be construed accordingly:

"Data Protection Laws" means the Data Protection Act 1998, any and vice versa. applicable statutory or regulatory provisions and all European Directives 1.3. The headings contained in these Terms are for convenience only and 3.5. The Hirer will comply with all the Employment Business' requests for and regulations in force from time to time relating to the protection and do not affect their interpretation. transfer of personal data:

registered company 6588090 of Unit 1 Topaz, Topaz Way, Bromsgrove, extended, re-enacted, replaced or applied by or under any other 3.6.1. all information and documentation supplied to the Employment Worker and for the deduction and payment of National Insurance Worcestershire, B61 0GD

Agency Worker by the Hirer or any third party to whom the Agency time to time. Worker has been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for 2. THE CONTRACT

"Engages" and "Engaged" shall be construed accordingly; "First Assignment" means:

the relevant Assignment; or

- if, prior to the relevant Assignment:
- the Agency Worker has worked in any assignment in the same
- Agencies to the relevant Hirer to work temporarily for and under which such varied Terms shall apply.

subsidiary or associated person, firm or corporate body (as the case may Introducing Agency Workers for Assignments with the Hirer. be) to whom the Agency Worker is Introduced;

"Hirer's Group" means (a) any individual, company, partnership, 3. HIRER OBLIGATIONS statutory body or other entity which from time to time Controls the Hirer, 3.1. To enable the Employment Business to comply with its obligations to fill the Assignment. statutory body or other entity which from time to time is Controlled by or including the following: is under common Control with the Hirer, including (but not limited to) as 3.1.1. the type of work that the Agency Worker would be required to do: EMPLOYMENT BUSINESS TO THE HIRER a subsidiary or holding company as defined in section 1159 of the 3.1.2. the location and hours of work; Companies Act 2006:

- identifies the Agency Worker; or
- identifies the Agency Worker; or the position; the Hirer's interview of the Agency Worker (in person or by 3.1.4. any risks to health or safety known to the Hirer and what steps the professional body to work in the Assignment; telephone or by any other means), following the Hirer's Hirer has taken to prevent or control such risks;
- the supply of the Agency Worker; and, in any case, which leads 3.1.6, the duration or likely duration of the Assignment.

limitation, any economic loss or other loss of profits, business or goodvill, management time and reasonable legal fees) and charges, including more than 48 hours in any week during the course of an Assignment, the that the information has already been given to more than 48 hours in any week during the course of an Assignment, the that the information be resubmitted. such items arising out of or resulting from actions, proceedings, claims Hirer must notify the Employment Business of this requirement before the 5. TIMESHEETS

"Period of Extended Hire" means any additional period that the Hirer willows the Agency Worker to well-be a significant with the Supplied for beyond the duration of the well-be and a significant will be a significant with the Supplied for beyond the duration of the well-be and a significant will be a significant with the Employment Business before such II be due in full.

**Assignment or series of Assignment or

whole or part of which the Agency Worker is supplied by one or more employment) of the Agency Workers Regulations. Temporary Work Agencies to the relevant Hirer to work temporarily for 3.4. To enable the Employment Business to comply with its obligations 5.2. Signature of the timesheet by the Hirer is confirmation of the number and under the supervision and direction of the relevant Hirer in the same under the Agency Workers Regulations, the Hirer undertakes as soon as of hours worked. If the Hirer is unable to sion a timesheet produced for Schedule 2 org-rata. Such reduction is subject to the Hirer Engaging the request for information or complaint made by any Agency Worker or any role, and as further defined in Schedule 1 to these Terms;

"Relevant Period" means the period of 8 weeks commencing on the day after the last day Business' request:

weeks (42 days) since any previous assignment

ant Terms and Conditions" means terms and conditions relating

the duration of working time night work; rest periods; rest breaks; and annual leave

calculated in accordance with clause 6.1 and as may be varied from time appropriate) of the Hirer whether by collective agreement or otherwise Assignment and/or during the relevant Assignment: and including (for the avoidance of doubt and without limitation) such 3 4 3 1 completed 2 or more assignments with the Hirer and practice, including copies of all relevant documentation;

payments, the benefit of a company car and all other payments and as the previous role; financial, marketing, technical or other information or data of whatever taxable (and, where applicable, non-taxable) emoluments payable to or 3.4.4, save where the Agency Worker will not complete the Qualifying 6.1.5 the Employment Business' commission, which is calculated as a nature relating to the Hirer or Employment Business or their business or receivable by the Agency Worker for services provided to or on behalf of Period during the term of the Assignment, to: affairs (including but not limited to these Terms, data, records, reports, the Hiller or apy third party, Where a company or air is provided, a notional 3.44.1 provide the Employment Business with written details of the basic 6.2. The Employment Business reserves the right to vary the Charges

these Terms and Regulation 10 of the Conduct Regulations:

1.4 Any reference, express or implied, to an enactment includes a Business to comply with the Agency Workers Regulations. "Employment Business" Backline Logistics Support Services Limited
"Femployment Business" Backline Logistics Support Services Supp "Engagement" means the engagement, employment or use of the subordinate legislation made (before or after these Terms) under it from and up to date; and

services, and/or through a company of which the Agency Worker is an 2.1. These Terms constitute the contract between the Employment 3.4 and 3.5. officer, employee or other representative, an agency, license, franchise Business and the Hirer for the supply of the Agency Worker's services by 3.7, Without prejudice to clauses 14.7 and 14.8, the Hirer shall inform the or partnership arrangement, or any other engagement; and "Engage", the Employment Business to the Hirer and are deemed to be accepted Employment Business in writing of any: by the Hirer by virtue of its request for, interview with or Engagement of 3.7.1, oral or written complaint the Agency Worker makes to the Hirer results in an Engagement of the Agency Worker by the third party other an Agency Worker to any third party following an Introduction.

Agency Worker is supplied by one or more Temporary Work copy of the varied Terms is given to the Hirer stating the date on or after any such complaint or to provide any such information in a written

including (but not limited to) as a holding company as defined in section under the Conduct Regulations the Hirer undertakes to provide to the 1159 of the Companies Act 2006; and (b) any company, partnership, Employment Business details of the position which the Hirer seeks to fill,

3.1.3, the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any 4.1.1. of the identity of the Agency Worker; the passing to the Hirer of a curriculum vitae or information which professional body for the Agency Worker to possess in order to work in the position;

instruction to the Employment Business to supply a temporary 3.1.5. the date the Hirer requires the Agency Worker to commence the Assignment; and

whether direct, indirect, special or consequential (including, without the Agency Worker or life by the commencement of the Assignment or at the very latest, where this is not 5.1. At the end of each week of an Assignment (or at the end of the "Period of Extended Hire" means any additional period that the Hirer reasonably practicable, before the commencement of the week in which

supplied by the Employment Business; or 1 October 2011 in which the relevant Agency Worker has worked in the Business to establish what hours, if any, were worked by the Agency Transfer Fee.

1 October 2011 in which the relevant Agency Worker has worked in the Business to establish what hours, if any, were worked by the Agency Transfer Fee.

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3 October 2011 in which the relevant Agency Worker has been admitted to the Business to the Business to the Business to the Busines

same or a similar role with the Hirer via any third party prior to the date of In the event that the Hirer is dissatisfied with the Agency Worker the referred to in clause 8.4. commencement of the relevant Assignment and/or works in the same or provisions of clause 10.1 below shall apply. a similar role with the Hirer via any third party during the relevant Assignment, to provide the Employment Business with all the details of 6. CHARGES Assignment, to provide the composition business with a trie decision of the composition business with a trie decision of the composition of the co requested by the Employment Business:

3.4.3. to inform the Employment Business if, since 1 October 2011, the the following: "Charges" means the hourly charges of the Employment Business that are ordinarily included in the contracts of employees or workers (as Agency Worker has prior to the date of commencement of the relevant 6.1.1 the Agency Worker's hourly rate of pay;

terms and conditions that have become contractual by virtue of custom 3.4.3.2. completed at least 1 assignment with the Hirer and 1 or more accrued during the course of an Assignment;

earlier assignments with any member of the Hirer's Group; and/or "Conduct Regulations" means the Conduct of Employment Agencies "Romuneration" includes gross base salary or fees, guaranteed and/or 3.4.3.3. worked in more than 2 roles during an assignment with the Hirer 6.1.4. any travel, hotel or other expenses as may have been agreed with

agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium of the Employment Conditions the Agency Worker would be entitled agreed to first amount) will be added to the salary in order to calculate working and employment conditions the Agency Worker would be entitled agreed to first amount) will be added to the salary in order to calculate working and employment conditions the Agency Worker would be entitled agreed to first amount) with the Hirer, by giving written notice to the Hirer.

The third will write the time to agree the Agency Worker would be entitled agreed to the salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to calculate the Employment Conditions the Agency Worker would be entitled agreed to the Salary in order to comply the Agency Worker would be entitled agreed to the Salary in order to the Salary in order to comply the Agency Worker would be entitled agreed to the Salary in order to comply the Agency Worker would b whether disclosed or granted access to whether in writing, orally or by "Temporary Work Agency" means as defined in Schedule 1 to these by the Hirer as an employee or worker at the time the Qualifying Period other legal requirement or entitlement, including but not limited to the commenced or with those of a Comparable Employee, such basic Agency Workers Regulations; and/or relation to the Assignment by the Hirer or the Employment Business or "Torms" means these terms of business (including the attached working and employment conditions being the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.1 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation in the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if there is any variation to the Relevant Torms and 6.2.2 if the Relevant Torms and 6.2.2 if the Relevant Conditions:

these Terms together with any reproductions of such information in any "Transfer Fee" means the fee payable in accordance with clause 8 of 3.4.4.2. inform the Employment Business in writing whether the Relevant payable within 28 days. VAT is payable at the applicable rate on the

and/or general management of the company, partnership, statutory body "Working Time Regulations" means the Working Time Regulations explanation of the basis on which the Hirer considers that the relevant base rate from time to time of the Bank of England from the due date until individual is a Comparable Employee; and

include the plural and references to the masculine include the feminine the Relevant Terms and Conditions made at any time during the relevant 6.5. The Hirer's obligations under this clause 6 shall be performed without Assignment after the Qualifying Period commenced.

3.5. The filler was compay was a sub-companied and any other requirements to enable the Employment 7. PAYMENT OF THE AGENCY WORKER

enactment (whether before or after the date of these Terms) and all Business in accordance with clauses 3.4 and 3.5 is complete, accurate Contributions and PAYE Income Tax.

3.6.2. it will, during the term of the relevant Assignment, immediately

the Agency Worker, or the passing of any information by the Hirer about which is or may be a complaint connected with rights under the Agency than via the Employment Business and: Workers Regulations: and

2.2. These Terms contain the entire agreement between the parties and 3.7.2. written request for information relating to the Relevant Terms and Business, such Engagement takes place during the Assignment or within unless otherwise agreed in writing by a director the Employment Conditions that the Hirer receives from the Agency Worker as soon as the Relevant Period; or role with the relevant Hirer as the role in which the Agency
Worker works in the relevant Assignment; and
Worker works in the relevant Period; or a section of the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon as a transported to the Agency Worker as soon the relevant Qualifying Period commenced in any such 2.3 Subject to clause 6.2, no variation or alteration to these Terms shall by the Hirer and the Hirer will take such action and give such information to the Hirer. assignment, that assignment (an assignment being (for the be valid unless the details) discut variation are agreed between a director and director and assignment that assignment (an assignment being (for the be valid unless the details) discut variation are agreed between a director and director and assignment (an assignment that assignment (an assignment being (for the be valid unless the details) discut variation are agreed between a director and director and assignment (an assignment being (for the be valid unless the details) discut variation are agreed between a director and director and the property of the director and the dire purpose of this defined term) a period of time during which the Employment Business and the Hirer and a eyes of this defined term) a period of time during which the Employment Business and the Hirer and a eyes of this defined term) and a timeframe requested by the Employment Business, in order to resolve (i) statement to the Agency Worker within 28 days of the Hirer's receipt of the supervision and direction of the relevant Hirer;

2.4. The Employment Business shall act as an employment business (as such a request in accordance with Regulation 16 of the Agency Workers defined in Section 13(3) of the Employment Agencies Act 1973) when Regulations and the Hirer will provide the Employment Business with a defined in Section 13(3) of the Employment Agencies Act 1973) when Regulations and the Hirer will provide the Employment Business with a defined in Section 13(3) of the Employment Agencies Act 1973) when Regulations and the Hirer will provide the Employment Business with a defined in Section 13(3) of the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Business with a defined in Section 13(3) of the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Business with a defined in Section 13(3) of the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Business with a defined in Section 13(3) of the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Business with a defined in Section 13(3) of the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Business with a defined in Section 13(3) of the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Agencies Act 1973 when Regulations and the Hirer will provide the Employment Agencies Act 1973 when Regulations and the Regulations an 2.4. The Employment Business shall act as an employment business (as conv of any such written statement

> 3.8. 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

4. INFORMATION TO BE PROVIDED BY THE

4.1. When Introducing an Agency Worker to the Hirer the Employment

4.1.2. that the Agency Worker has the necessary or required experience. training, qualifications and any authorisation required by law or a

4.1.3. that the Agency Worker is willing to work in the Assignment; and

4.2. Where such information is not given in paper form or by electronic

"Qualifying Period" means 12 continuous Calendar Weeks during the amenities) and 13 (Rights of agency workers in relation to access to the employee or agent of the client accepts that they will pay the invoice Hirer agree that such Engagement will be on the basis of a fixed term of Employment Business and not to use such information except for the

in full without set off or deduction. possible prior to the commencement of each Assignment and during each authentication by the Agency Worker because the Hirer disputes the Agency Worker for the agreed fixed term. Should the Hirer extend the AWR Claim). on which the Agency Worker worked for the Hirer having been 3.4.1. to inform the Employment Business since fashion with the Employment Business to enable the Employment Business reserves the right to recover the balance of the to any third party, except information which is in the public domain.

recent Assignment where there has been a break of more than 6 3.4.2. if, since 1 October 2011, the Agency Worker has worked in the basis that it is dissatisfied with the work performed by the Agency Worker.

period(s) during which such work was undertaken and any other details the Hirer. The Charges are calculated according to the number of hours 9.1. Where: worked by the Agency Worker (to the nearest quarter hour) and comprise

6.1.2, an amount equal to any paid holiday leave to which the Agency Worker is entitled under the Working Time Regulations and which is 6.1.3. employer's National Insurance contributions;

percentage of the Agency Worker's hourly rate.

6.3. The Charges are invoiced to the Hirer on a weekly basis and are

Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee; entirety of the Charges.

The Employment Business reserves the right to charge interest under the "Control" means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of Comparable Employee, provide the Employment Business with a written amounts unpaid by the due date at the rate of 8% per annum above the the date of payment.

any right of the Hirer to invoke set-off, deductions, withholdings or other

The Employment Business assumes responsibility for paying the Agency

8. TRANSFER FEES

inform the Employment Business in writing of any subsequent change in

8.1. The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages any information or documentation provided in accordance with clauses 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

8.1.1. where the Agency Worker has been supplied by the Employment

The transfer Fee referred to in clause 8 shall be agreed in writing between the Employment Business and the Hirer. In the event that the parties do not agree the amount of the Transfer Fee then the Employment business shall be entitled to charge a fee calculated as follows 10% of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement or if the actual amount of the Remuneration is not know the hourly charge multiplied by 250.

The Period of Extended hire referred to in clause 8 before the that the parties do not agree the length of the period of extended Hire then the period shall be 13 weeks.

8.2. If the Hirer wishes to Engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer incurred prior to the termination of the Assignment. may, on giving 13 week's written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in

8.3. During such Period of Extended Hire the Employment Business shall for any reason. supply the Agency Worker on the same terms on which s/he has or would II. TERMINATION OF THE ASSIGNMENT have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than those terms which applied immediately before the less favourable than the less fa 4.2. Where such information is not given in paper form or of present and the state of the third means it shall be confirmed by such means by the end of the third shall continue to pay the Charges set out in clause 6. If the Employment for any Charges due under clause 6 above). to an Engagement of the temporary worker or the Agency Worker and *Introduced* and *Introdu the Employment Business before such Engagement commences, the Hirer undertakes to abide by the provisions of the Data Protection Laws

less than 12 months, the Employment Business may, in its absolute purposes of compliance with the Agency Workers Regulations (including,

Agency Worker worked for the Hirer having been supplied by the commencement of the relevant. Assignment and/or during the relevant obligation to pay the Charges in respect of the hours worked.

Employment Business or 14 weeks from the first day of the most assignment which count or may count towards the Qualifying Period;

5.3. The Hirer shall not be entitled to decline to sign a timesheet on the Business by the Hirer or by a third party to which the Hirer introduces the deriving from the Assignment which source from the Assignment shall belong to the Hirer. Accordingly, the

8.6. VAT is payable in addition to any Transfer Fee due.

9. SUITABILITY CHECKS AND INFORMATION

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 or no liability is accepted by the Employment Business for any loss, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons the Employment Business will take all Morker for all or part of the Assignment for more value or the Assignment or the Assignment for any failure to provide any Agency or more Vulnerable Persons the Employment Business will take all Morker for all or part of the Assignment for from the pediagnose. reasonably practicable steps to obtain and offer to provide to the Hirer

"Remuneration" includes gross base salary or rees, guaranteed and or a second or recommendation of the same role and on all least two occasions worked in a role that was not the same role and on all least two occasions worked in a role that was not the same role the Hirer or, if there is no such agreement, such expenses as are or more Vulnerable Persons, the Employment Business will in addition of the role of t of mode varietistic Poisons, the Employment Business pursuant to other loss which it is not permitted to exclude which take all reasonably practicable steps to obtain and offer to provide copies 14.2. Agency Workers supplied by the Employment Business pursuant to to the Hirer of two references from persons who are not relatives of the these Terms are engaged under contracts of service. They are 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 responsible for all acts, errors or omissions of the Agency Worker, practicable steps to obtain the information above and has been unable to whether wilful, negligent or otherwise as though the Agency Worker was information in any event.

9.2. The Hirer shall advise the Employment Business at the time of 9.2. The ritter shall advise the Employment Business to supply an Agency Worker required to inform the Agency Worker and about any requirements required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the

14.4. The Hirer will also comply in all respects with all statutory provisions Groups (Scotland) Act 2007 as applicable.

or the Protecting Vulnerable Groups (Scotland) Act 2007 and to allow the matters specifically mentioned in clause 7 above), including in particular

Assignment.

9.4. In particular in the event that the Hirer removes an Agency Worker

14.5. The Hirer undertakes not to request the supply of an Agency Worker Safeguarding Authority (or equivalent authority) under the Safeguarding has been transferred by the Hirer to perform the duties of a person on Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups strike or taking official industrial action. (Scotland) Act 2007 as applicable, the Hirer will provide sufficient

10. UNSUITABILITY OF THE AGENCY WORKER 10.1. The Hirer undertakes to supervise the Agency Worker sufficiently

14.1. The Hirer strain intum to a company to the Hirer as soon possible but

AWR Claim which comes to the notice of the Hirer as soon possible but 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

Agency Worker AWR Claim comes to the notice of the Hirer. by instructing the Agency Worker to leave the Assignment immediately, 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
All notices which are required to be given in accordance with these Terms 10.2. The Employment colores are successful to the Employment Business reasonable grounds to believe that any Agency Worker Business reasonable grounds to believe that any Agency Worker and the Employment Business reasonable grounds to believe that any Agency Worker and the Employment Business reasonable grounds to believe that any Agency Worker and the Employment Business reasonable grounds to believe that any Agency Worker and the Employment Business reasonable grounds to be the Employment Business reasonable grounds to be the Employment Business reasonable grounds to believe that any Agency Worker Business reasonable grounds to be the Employment Business reasonable grounds to believe that any Agency Worker Business reasonable grounds to believe that any Agency Worker Business reasonable grounds to believe that any Agency Worker Business reasonable grounds to believe that any Agency Worker Business reasonable grounds to believe that any Agency Worker Business reasonable grounds to believe that any Agency Worker Business reasonable grounds to be the Business reasonable grounds t Hirer Engaged an agency worker, shall be agreed in writing 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

10.3. The Hirer shall notify the Employment Business immediately and without delay and in any event within 2 hours if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work | 16, SEVERABILITY

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

shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid 12.1. All information relating to an Agency Worker is confidential and by the Hirer during any part of the Period of Extended Hire worked by the subject to the Data Protection Laws and is provided solely for the purpose Agency Worker before being Engaged by the Hirer. If the Hirer fails to of providing work-finding services to the Hirer. Such information must not give notice of its intention to Engage the Agency Worker other than via be used for any other purpose nor divulged to any third party and the

Assignment (as appropriate) and at any time at the Employment hours claimed, the Hirer shall inform the Employment Business as soon. Agency Worker's Engagement or re-Engage the Agency Worker within 12.3. Information relating to the Employment Business' business which is as is reasonably practicable and shall co-operate fully and in a timely 12 months from the commencement of the initial Engagement the capable of being confidential must be kept confidential and not divulged

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.

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 Form as provided by the Hirer Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the copies of any relevant qualifications or authorisations of the Agency

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

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 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 imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.

or engage in activity to constitute to the control of the Protecting Vulnerable as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety at Work of United to the Working Time Regulations, Health and Safety at Work equations, Health and Safety at Work Regulations and timited to the Working Time Regulations, Health and Safety at Work Regulations information required to allow the Employment Business to comply with its Employment Business to select a suitable Agency Worker for the the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments.

from an Assignment in circumstances which would require the to perform the duties normally performed by a worker who is taking part Employment Business to provide information to the Independent in official industrial action or duties normally performed by a worker who

(Scotland) Act 2007 as approximate, the first state fluctuation of the Employment Business to allow it to discharge its Business against any Losses incurred by the Employment Business. arising out of any Assignment or arising out of any non-compliance with. and/or as a result of any breach of, these Terms by the Hirer.

no later than 7 (seven) calendar days from the day on which any such

14.8. If the Agency Worker brings or threatens to bring any AWR Claim 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 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 will maintain employer and public liability insurances and where the agency worker is required to drive vehicles or operate machinery the hirer will hold a comprehensive insurance policy to comply with Road Traffic Acts insurance requirements. The Hirer will inform insurers that agency workers are under their supervision and control and will be treated for insurance purposes as if direct employees of the Hirer

15. NOTICES

to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall liability. Notwithstanding, the Hirer shall remain liable for all such Charges 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.

exclusive jurisdiction of the Courts of England

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

These Terms are governed by the law of England and are subject to the