

## Terms of business for the supply of Temporary Staff

### 1. Definitions

1.1. In these terms the following definitions apply:

**“Agency Workers Regulations”**- means the Agency Workers Regulations 2010 or the Agency Workers (Northern Ireland) Regulations 2011 (as appropriate);

**“Assignment”**- means the period during which the Temporary Worker is supplied by The Works (UK) to provide services to the Client;

**“Terms”** means these terms of business together with any applicable “Booking Details Form”.

**“Assignment Details Form”** means written confirmation of the assignment details as agreed with the Client;

**“AWR Claim”** means any claim or potential claim by the Temporary Worker against the Client and/or The Works (UK) for any breach of the Agency Workers Regulations;

**“Booking Details Form”** means written confirmation of the Assignment details agreed with the Client prior to commencement of the Assignment;

**“Calendar Week”** means any period of seven days starting with the first day of the relevant Assignment;

**“Charges”** means the hourly charge payable for each Temporary Worker’s services calculable in accordance with clause 5.1.

**“Client”** 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 Temporary Worker is Introduced;

**“Client’s Group”** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, 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 Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

**“Comparable Employee”** means an employee (or directly recruited temporary worker) of the Client who (a) works for and under the supervision of the Client and is engaged in the same or broadly similar work as the Temporary Worker having regard, where relevant, to whether the employee (or directly recruited Temporary Worker) and the temporary worker have a similar level of qualification and skill; and works or is based at the

same establishment as the Temporary Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

**“Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as amended);

**“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;

**“Engagement”** means the engagement, employment or use of the Temporary Worker by the Client or by any third party to whom the Temporary Worker has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a corporate body of which the Temporary Worker is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

**“Extended Period of Hire”** means the Client’s option to continue to hire the Temporary Worker for a period of 26 weeks beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;

**“Temporary Worker”** means the individual who is engaged by The Works (UK) and Introduced by The Works (UK) to provide services to the Client;

**“Introduction”** means (i) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; or (ii) the Client’s interview of a Temporary Worker (in person or by telephone or by any other means), following the Client’s instruction to The Works (UK) to supply a Temporary Worker; or (iii) the supply of a Temporary Worker; and “Introduces” and “Introduced” shall be construed accordingly;

**“Maternity Grounds”** means the ending of the supply of a Temporary Worker in consequence of action taken pursuant to regulation 16A(2) or 17(A)

of the Management of Health and Safety at Work Regulations 1999 or regulation 20 of the Conduct Regulations.

**“Qualifying Period”** means 12 Calendar Weeks during which the Temporary Worker works in the same role with the Client during one or more Assignments, and as further defined in regulation 7 Agency Workers Regulations;

**“The Works (UK)”** means The Works (UK) Limited (Registered Company No.2998539) of 20 Canal Wharf, Leeds LS11 5PS

**“Relevant Period”** means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Temporary Worker worked for the Client having been supplied by The Works (UK); or (b) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for the Client having been supplied by The Works (UK) or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

**“Relevant Terms and Conditions”** means terms and conditions relating to:

- (a) pay;
- (b) the duration of working time;
- (c) night work;
- (d) rest periods;
- (f) annual leave

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

**“Salary”** includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services provided to or on behalf of the Client or any third party calculated on an annual basis;

**“Transfer Fee”** means the fee payable in accordance with clause 7 of these Terms and Regulation 10 of the Conduct Regulations;

**“Vulnerable Person”** means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

- 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.

## 2. The Contract

2.1. These Terms together and any applicable Booking Details Form (“Terms”) constitute the contract between The Works (UK) and the Client for the supply of the Temporary Worker by The Works (UK) to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker, or the passing of any information by the Client about a Temporary Worker to any third party following an Introduction. By accepting these terms the Client confirms that these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of The Works (UK), these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Client or The Works (UK).

2.3. Subject to Clause 5.3 no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of The Works (UK) and the Client and are set out in writing and a copy of the varied Terms is given to the Client stating the date on or after which such varied Terms shall apply.

2.4. The Works (UK) shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Temporary Workers for Assignments with the Client.

## 3. Client Obligations

3.1. To enable The Works (UK) to comply with its obligations under the Conduct Regulations the Client undertakes to provide to The Works (UK) details of the position which the Client seeks to fill, including the following:

- 3.1.1. the type of work that the Temporary Worker would be required to do;
- 3.1.2. the location and hours of work;
- 3.1.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Temporary Worker to possess in order to work in the position;
- 3.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
- 3.1.5. the date the Client requires the Temporary Worker to commence the Assignment;
- 3.1.6. the duration or likely duration of the Assignment;
- 3.1.7. the minimum rate of pay, expenses and

- any other benefits that would be offered.
- 3.2. The Client will assist The Works (UK) in complying with The Works (UK)'s duties under the Working Time Regulations 1998 (as amended) by supplying any relevant information about the Assignment requested by The Works (UK) and the Client will not do anything to cause The Works (UK) to be in breach of its obligations under these Regulations. If the Client requires the services of a Temporary Worker for more than 48 hours in any week during the course of an Assignment, the Client must notify The Works (UK) of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Client requires the Temporary Worker to work in excess of 48 hours.
  - 3.3. The Client shall not allow any Temporary Worker to use any motor vehicle or mechanised equipment unless that Temporary Worker is comprehensively insured by the Client against all risks and the Client hereby indemnifies The Works (UK) against any actions, claims, costs, expenses, damages and liabilities resulting from breach of this provision.
  - 3.4. The Client shall provide such personal protective equipment ("PPE") and clothing necessary to ensure the health, safety and welfare of the Temporary Worker without charge to The Works (UK).
  - 3.5. The Client will comply with its obligations under Regulations 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.
  - 3.6. To enable The Works (UK) to comply with its obligations under the Agency Workers Regulations, the Client undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at The Works (UK)'s request:
    - 3.6.1. to inform The Works (UK) of any Calendar Weeks since 1 October 2011 in which the relevant Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
    - 3.6.2. if, since 1 October 2011, the Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Client via any third party during the relevant Assignment, to provide The Works (UK) 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 Works (UK);
    - 3.6.3. to inform The Works (UK) if, since 1 October 2011, the Temporary Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
      - 3.6.3.1. completed two or more assignments with the Client;
      - 3.6.3.2. completed at least one assignment with the Client and one or more earlier assignments with any member of the are those of a Comparable Employee, provide The Works (UK) with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and
      - 3.6.4.4. inform The Works (UK) in writing of any variations in the Relevant Terms and appraisal processes and any variations of the same.
  - 3.7. For the purpose of awarding any bonus to which the Temporary Worker may be entitled under the Agency Workers Regulations, the Client will:
    - 3.7.1. integrate the Temporary Worker into its relevant performance appraisal system;
    - 3.7.2. assess the Temporary Worker's performance;
    - 3.7.3. provide The Works (UK) with copies of all documentation relating to any appraisal of the Temporary Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
    - 3.7.4. provide The Works (UK) with all other assistance it may request in connection with the assessment of the Temporary Worker's performance for the purpose of awarding any bonus.
  - 3.8. The Client will comply with all The Works (UK)'s requests for information and any other requirements to enable it to comply with the Agency Workers Regulations.
  - 3.9. The Client warrants that:
    - 3.9.1. all information and documentation supplied to The Works (UK) in accordance with clauses 3.6, 3.7 and 3.8 is complete, accurate and up-to-date; and
    - 3.9.2. it will, during the term of the relevant Assignment, immediately inform The Works (UK) in writing of any subsequent change in any information or

- documentation provided in accordance with clauses 3.6, 3.7 and 3.8;
- 3.10 The Client shall inform The Works (UK) in writing of any:
- 3.10.1 oral or written complaint the Temporary Worker makes to the Client which is or may be a complaint connected with rights under the Agency Workers Regulations; and
- 3.10.2 written request for information relating to the Relevant Terms and Conditions that the Client receives from the Temporary Worker as soon possible but no later than 7 (seven) calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Client and the Client will take such action and give such information and assistance as The Works (UK) may request, and within any timeframe requested by The Works (UK), in order to resolve any such complaint or to provide any such information in a written statement to the Temporary Worker within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Client will provide The Works (UK) with a copy of any such written statement.
- 3.11 In the event that an Assignment is ended on Maternity Grounds the Client will continue to pay The Works (UK) the Charges for the original intended duration or likely duration, whichever is the longer, of the Assignment which ended when the supply of the Temporary Worker was ended on Maternity Grounds.
4. **Timesheets**
- 4.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) the Client shall sign The Works (UK)'s timesheet verifying the number of hours worked by the Temporary Worker during that week.
- 4.2 Signature of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform The Works (UK) as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with The Works (UK) to enable The Works (UK) to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the timesheet does not absolve the Client of its obligation to pay the Charges in respect of the hours worked.
- 4.3 The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In the event that the Client is dissatisfied with the Temporary Worker the provisions of clause 9.1 below shall apply.
5. **Charges**
- 5.1 The Client agrees to pay The Works (UK)'s Charges as notified to and agreed with the Client. The Charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise the following:
- 5.1.1 the Temporary Worker's hourly rate of pay;
- 5.1.2 an amount equal to any statutory leave to which the Temporary Worker is entitled and which is accrued during the course of an Assignment;
- 5.1.3 employer's National Insurance contributions;
- 5.1.4 any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable; and
- 5.1.5 The Works (UK)'s commission, which is calculated as a percentage of the Temporary Worker's hourly rate.
- 5.2 Unless agreed otherwise between the Parties in writing, hours worked in excess of 37.5 hours per week and Saturday hours will be charged at time and one half. Sundays and Bank Holidays will be charged at double time
- 5.3 The Works (UK) reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client:
- 5.3.1 in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or
- 5.3.2 if there is any variation in the Relevant Terms and Conditions.
- 5.4 The Charges are invoiced to the Client on a weekly basis and are payable within 7 days of the date of the invoice. VAT is payable at the applicable rate on the entirety of these Charges.
- 5.5 The Works (UK) reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 5.6 No refunds are payable in respect of the Charges.
- 5.7 The Client's obligations under this clause 5 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 5.8 The Client agrees that payments made directly to

Temporary Workers or advance payments to Temporary Workers are not permitted and shall not form grounds for discharge or redemption of the Charges.

- 5.9 If the Client wishes to appeal against The Works (UK)'s invoice, the Client must do so in writing within seven days from the date of invoice. After this period no claim will be processed and the Client shall not have a right of appeal.
- 5.10 Should The Works (UK) incur any costs in recovering any overdue payment from the Client (including the full costs of legal representation and proceedings, judicial or otherwise), the Client shall pay those costs in full. Sums payable in accordance with this clause 5 shall become due, without need for further proof, when either legal representation is called upon or the claim is referred for debt collection.
- 5.11 In addition to the Charges, the Client will pay The Works (UK) an amount equal to any bonus that the Client awards to the Temporary Worker in accordance with clause 3.7 immediately following any such award and The Works (UK) will pay any such bonus to the Temporary Worker.

**6. Payment of the Temporary Worker**

The Works (UK) assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and for payment of statutory maternity/paternity pay and holiday.

**7. Transfer Fees**

- 7.1 The Client shall be liable to pay a Transfer Fee if the Client Engages a Temporary Worker Introduced by The Works (UK), either directly or through another employment business, or introduces the Temporary Worker to a third party and such introduction results in an Engagement of the Temporary Worker by the third party and:
  - 7.1.1 where the Temporary Worker has been supplied by The Works (UK), such Engagement takes place during the Assignment or within the Relevant Period; or
  - 7.1.2 where the Temporary Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Client.

7.2 The Transfer Fee shall be calculated as follows:

Salary (£)	% Transfer Fee
Up to and including 20,000	18
20,001 - 25,000 inclusive	20
25,001 – 30,000 inclusive	25
30,001 +	30

if the Temporary Worker is to be Engaged by the Client and paid a Salary, the Client shall pay a percentage of the Salary payable to the Temporary Worker during the first 12 months of the Engagement as set out above.

If the Temporary Worker is to be Engaged on a temporary or contract basis a Transfer Fee shall be payable in accordance with Clause 7.7.

7.3 If, for the purposes of clause 7.2, the actual amount of the Salary is not known The Works (UK) will charge a Transfer Fee based on a reasonable Salary for the role, given any information The Works (UK) may have on broadly comparable positions in the region.

7.4 A minimum Transfer Fee of £1,000 is chargeable for all Engagements and an administration fee of £200 applies in addition to the Transfer Fee.

7.5 If the Client wishes to Engage the Temporary Worker either directly or through another employment business, without liability to pay a Transfer Fee the Client may, on giving one week's written notice to The Works (UK), engage the Temporary Worker for a 26 week period through The Works – "Extended Period of Hire".

7.6 During such Extended Period of Hire The Works (UK) shall supply the Temporary Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before The Works (UK) received the notice in clause 7.5; and the Client shall continue to pay the Charges set out in clause 5. If The Works (UK) is unable to supply the Temporary Worker for any reason outside its control for the whole or any part of the Extended Period of Hire; or the Client does not wish to hire the Temporary Worker on the same terms as the Assignment; but the Temporary Worker is Engaged by the Client or any third party having been Introduced by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Extended Period of Hire worked by the Temporary Worker before being Engaged by the Client or relevant third party. If the Client fails to give notice of their intention to Engage the Temporary Worker before the Engagement commences, the parties agree that the Transfer Fee shall be due in full.

7.7 Where prior to the commencement of the Engagement The Works (UK) and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months or on a temporary basis where a Salary is not paid, the Client shall pay a Transfer Fee as follows:

Assignments which have lasted or fixed term

contracts which are offered for more than 6 months

**Equivalent Salary (£) %**

**Introduction Fee pro rata**

Up to and including 20,000	
20	
20,001 - 25,000 inclusive	25
25,001 – 30,000 inclusive	30
30,001 +	35

Assignments which have lasted or fixed term contracts which are offered for up to (and including) 6 months

**Equivalent Salary (£) %**

**Introduction Fee pro rata**

Up to and including 20,000	
25	
20,001 - 25,000 inclusive	30
25,001 – 30,000 inclusive	35
30,001 +	40

EXAMPLE: For a fixed term contract offered by the Client or a third party of 4 months with a Salary equivalent of £25,000 or an Assignment of 4 months duration with a Salary equivalent of £25,000 the Transfer Fee is calculated as follows:

$$25,000 \times 0.30 = 7,500$$

$$7500/12 = \text{£}625 \text{ per month}$$

$$625 \times 4 \text{ months} = \text{£}2,500$$

Where the Transfer Fee relates to a fixed term contract, it is subject to the Client Engaging the Temporary Worker for the agreed fixed term. Should the Client extend the Temporary Worker's Engagement or re-Engage the Temporary Worker within 12 months from the commencement of the initial fixed term Engagement The Works (UK) reserves the right to charge the Client an additional Transfer Fee in accordance with this Clause 7.7.

7.8 No refund of the Transfer Fee will be paid in the event that the Engagement by the Client, either directly or through another employment business, or by a third party, terminates or terminates before the end of the fixed term referred to in Clause.

7.9 VAT is payable in addition to any fee due.

**8. Suitability Checks and Information to be Provided In Special Situations**

8.1 Subject to the Client's compliance with clauses 3.1 and 8.2, where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves working with, caring for or attending one or more Vulnerable Persons The Works (UK) will use its reasonable endeavours to obtain and offer to provide copies to the Client of:

8.1.1 any relevant qualifications or authorisations of the Temporary Worker; and

8.1.2 The Works (UK) will endeavour to take references from persons who are not relatives of the Temporary Worker and who have agreed that the references they provide may be disclosed to the Client; and such other reasonably practicable steps as are required to confirm that the Temporary Worker is suitable for the Assignment.

8.2 The Client shall advise The Works (UK) at the time of instructing The Works (UK) to supply a Temporary Worker, or if it is not reasonably practicable, at the very latest, prior to the commencement of the Assignment, whether during the course of the Assignment, the Temporary Worker will be 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 Safeguarding Vulnerable Groups Act 2006 or equivalent legislation in Scotland or Northern Ireland.

8.3 The Client shall assist The Works (UK) by providing any information required to allow The Works (UK) to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or equivalent legislation in Scotland or Northern Ireland and to allow The Works (UK) to select a suitable Temporary Worker for the Assignment.

8.4 In particular in the event that the Client removes a Temporary Worker from an Assignment in circumstances which would require The Works (UK) to provide information to the Independent Safeguarding Authority or equivalent authority under the Safeguarding Vulnerable Groups Act 2006 or equivalent legislation in Scotland or Northern Ireland, the Client will provide sufficient information to The Works (UK) to allow it to discharge its statutory obligations.

**9. Unsuitability of the Temporary Worker**

9.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of work. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing The Works (UK) to remove the Temporary Worker. The Works (UK) may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Temporary Worker, provided that the Client has notified The Works (UK) immediately that they have asked the Temporary Worker to leave the Assignment or the Assignment terminates:

9.1.1 within 4 hours of the Temporary Worker

commencing the Assignment where the Assignment is for more than 7 hours; or  
 9.1.2 within 2 hours for Assignments of 7 hours or less; and provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to The Works (UK) within 48 hours of the termination of the Assignment.

- 9.2 The Works (UK) shall notify the Client immediately if it receives or otherwise obtains information which gives The Works (UK) reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Client shall remain liable for all such Charges incurred prior to the termination of the Assignment.
- 9.3 The Client shall notify The Works (UK) immediately and without delay and in any event within 2 hours if the Temporary Worker fails to attend work or has notified the Client that they are unable to attend work for any reason.

**10. Termination of the Assignment**  
 Any of the Client, The Works (UK) or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Client, who shall be liable in relation to any Charges due under clause 5 above).

**11. Confidentiality And Data Protection**  
 11.1 All information relating to a Temporary Worker is confidential and subject to the Data Protection Act 1998 ("DPA") and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the DPA in receiving and processing the data at all times.

11.2 Information relating to The Works (UK)'s business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain. For the avoidance of doubt, the Client shall not be permitted to publish or disclose to any third party any of The Works (UK)'s proprietary data, correspondence, pricing information, computer programmes or systems information without The Works (UK)'s prior written consent, except to the extent that such information is public knowledge other than by reason of your breach of these Terms.

**12. Intellectual Property Rights**  
 All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Client. Accordingly

The Works (UK) shall use its reasonable endeavours to ensure that the Temporary Worker shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

**13. Liability**  
 13.1 Whilst reasonable efforts are made by The Works (UK) to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Temporary Worker and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by The Works (UK) for any loss, expense, damage or delay incurred by the Client as result of:

- 13.1.1 any failure to provide any Temporary Worker for all or part of the Assignment; or
- 13.1.2 from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker save to the extent that such loss, expense, damage or delay is caused as a direct result of The Works (UK)'s failure to perform its obligations pursuant to clause 8.1.

13.2 Subject to clause 13.4 The Works (UK)'s total liability for all loss, liability, expenses, damages or claims to the Client (for all causes such as but not limited to contract, tort, indemnity, strict or statutory authority or otherwise) shall not exceed the sum of the Charges paid or payable by the Client to The Works (UK) in respect of the Temporary Worker for which the claim relates in the 12 calendar months preceding the event which gave rise to The Works (UK)'s liability and in no event shall exceed an aggregate total sum of £50,000 per calendar year.

13.3 No liability is accepted by The Works (UK) if the Temporary Worker terminates the Assignment for any reason.

13.4 The Works (UK) shall not in any circumstance be liable to the Client for indirect, financial or consequential losses, including, for the avoidance of doubt, loss of profits, reputation or anticipated savings. For the avoidance of doubt, The Works (UK) does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

13.5 Some of the Temporary Workers supplied by The Works (UK) are engaged under contracts of employment with The Works (UK). Notwithstanding this the Temporary Workers are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. Therefore for the duration of the Assignment the Client agrees to be responsible for all acts, errors or

- omissions of the Temporary Worker, whether willful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client.
- 13.6 The Client shall comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 13.7 The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.
- 13.8 The Client shall indemnify and keep indemnified The Works (UK) against any costs, claims, damages, expenses or liabilities incurred by The Works (UK) arising out of any Assignment or arising out of the Client's non-compliance with, and/or as a result of its breach of, these Terms.
- 13.9 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.
- 13.10 The Client shall inform The Works (UK) in writing of any AWR Claim which comes to the notice of the Client as soon possible but no later than 7 (seven) calendar days from the day on which any such AWR Claim comes to the notice of the Client.
- 13.11 If the Temporary Worker brings, or threatens to bring, any AWR Claim, the Client will take such action and give such information and assistance as The Works (UK) may request, and within any timeframe requested by The Works (UK), to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.
- 13.12 Other than those conditions, warranties and other terms set out in this Agreement all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement whether by statute, common law or otherwise are hereby excluded.
14. **Terms Relating to the Supply of Temporary Workers as Drivers of Licenced Vehicles ("Drivers")**
- 14.1 Drivers are supplied by The Works (UK) on the sole understanding that the Client holds an operator's licence and any other relevant permits where required by the Transport Act 2000 (as amended from time to time) or other relevant statutory regulations.
- 14.2 The Works (UK) will use its reasonable endeavours to check Drivers' references and will examine driving licences and permits. Notwithstanding this, the Client agrees that it is responsible for; all statutory duties where applicable in respect of driving licences and permits; Drivers' hours and records; the issue and collection of tachographs; maintenance and safety of vehicles; compliance with Health and Safety Regulations; compliance with The Transport Act 2000 (as amended from time to time) and other relevant statutory regulations; maintenance of appropriate insurances, including but not limited to fully comprehensive insurance for the vehicle to be driven and for loss of or damage to its contents.
- 14.3 The Client shall, upon request, permit The Works (UK) to inspect the Client's operator's licence and policies of insurance for the vehicles to be driven by the Driver.
- 14.4 The Works (UK) agrees to provide the Client, upon request, with the information it holds relating to driving assignments carried out by the Driver in the seven days immediately preceding the commencement of an Assignment with the Client, provided that the Driver shall have worked for a Client of The Works (UK) during those seven days.
15. **Additional Terms Relating To Limited Company Contractors**
- 15.1 For the avoidance of doubt, The Works (UK) may replace any Temporary Worker engaged via a limited company ("Limited Company Contractor") provided that the Client is satisfied that the proposed replacement possesses the necessary skills and expertise to carry out the Assignment.
- 15.2 The Works (UK) makes no warranty as to any product recommended by the Limited Company Contractor in connection with the provision of their services to the Client during an Assignment.
16. **Non Solicitation**  
The Client shall not solicit or endeavour to entice away from The Works (UK) anyone employed or engaged by The Works (UK) in the capacity of a consultant, Branch Manager, Operations Manager or other corporate capacity except with the prior written consent of a The Works (UK) Director. A breach of the clause will render the Client liable to pay a Transfer Fee in accordance with clause 7.
17. **Notices**  
All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other



address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

18. **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.

19. **Force Majeure**

Neither Party shall have any liability to the other for delay or loss occasioned by war, strike, lockout, industrial dispute, fire, illness, or other circumstance which is outside of their reasonable control.

20. **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.

Clients Name:.....

.....  
Signed for and on behalf of the Client:

Print name .....

I can confirm I am authorised to sign these Terms on behalf of the Client.

Date .....