

**DATED**

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**AGENCY WORKER CONTRACT FOR SERVICES**

between

**TEMPCARE PERSONNEL LTD**

and

[ \_\_\_\_\_ ]

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This agreement is dated [ \_\_\_\_\_ ]

## Parties

(1) Tempcare Personnel Ltd incorporated and registered in England and Wales with company number 06514814 whose registered office is at 16 Teasdale street, Bradford, West Yorkshire, BD4 7QJ (**EmploymentBusiness**)

(2) [INDIVIDUAL: \_\_\_\_\_ ] of  
[ADDRESS: \_\_\_\_\_ ]  
\_\_\_\_\_ -]  
**Temporary Worker)**

(3) **Job role contracted for** (Put a X in the box as appropriate) below:

Nurse

Support Worker

Care Assistant

## Agreed terms

### 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to this agreement.

**Assignment:** the temporary services to be carried out by the Temporary Worker for the Client, as more particularly described in clause 3 and in the Booking Placement Form.

**AWR 2010:** the Agency Workers Regulations 2010 (SI 2010/93).

**Shift Placement Confirmation** of the detail of a particular Assignment provided to the Temporary Worker on acceptance of that Assignment (in the form used by the Employment Business from time to time, as at the date of this agreement, such confirmation is made available to the candidate phone call and by email or phone text message or wats up);

**Business Day:** a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

**Calendar Week:** shall have the meaning in regulation 7(4) of the AWR 2010.

**Client:** a person, firm, partnership, company or Group company (as the case may be) to whom the Temporary Worker is Introduced or supplied.

**Conduct Regulations 2003:** the Conduct of Employment Agencies and Employment Business Regulations 2003 (SI 2003/3319).

**Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client, the Employment Business or any Group company for the time being

confidential to the Client, the Employment Business or any Group company and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or the Employment Business or of any Group company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that the Temporary Worker creates, develops, receives or obtains in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked confidential.

**Demand:** any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

**Engage:** the employment of a Temporary Worker or the engagement directly or indirectly through any employment business other than through the Employment Business (whether for a definite or indefinite period) of a Temporary Worker as a direct result of any Introduction or Assignment to the Client and the term **Engaged** shall be construed accordingly.

**Group:** in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.

**Holding company:** has the meaning given in **Error! Bookmark not defined.****Error! Reference source not found..**

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Introduce:** the provision to the Client of information by the Employment Business which identifies the Temporary Worker and **Introduction** and **Introduced** shall be construed accordingly.

**Introduction Fee:** a fee payable by the Client to the Employment Business in the circumstances set out in clause 4.

**Other Qualifying Period Payment:** any remuneration payable to the Temporary Worker (other than the Qualifying Period Rate of Pay), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2010).

**Qualifying Period:** 12 continuous Calendar Weeks, as defined in regulation 7 of the AWR 2010, subject always to regulations 8 and 9 of the AWR 2010.

**Qualifying Period Rate of Pay:** the rate of pay that will be paid to the Temporary Worker on completion of the Qualifying Period, if this rate is higher than the Rate of Pay. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions that the Employment Business is required to make by law and to any deductions that the Temporary Worker has specifically agreed can be made.

**Rate of Pay:** the rate of pay that will be paid to the Temporary Worker prior to completion of 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 any deductions that the Employment Business is required to make by law and to any deductions which the Temporary Worker has specifically agreed can be made.

**Relevant Period:** shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003.

**Relevant Terms and Conditions:** the relevant terms and conditions as defined in regulation 6 of the AWR 2010 that apply once the Temporary Worker has completed the Qualifying Period.

**Required Assignment Information:** shall have the meaning set out at clause 3.6.

**Subsidiary:** has the meaning given in clause 1.5.

**Temporary Worker:** a worker Introduced and supplied by the Employment Business to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010.

**Temporary Work Agency:** shall have the meaning set out in regulation 4(1) of the AWR 2010.

**Vulnerable Person:** shall have the meaning set out in regulation 2 of the Conduct Regulations 2003.

**WTR 1998:** the Working Time Regulations 1998 (*SI 1988/1833*).

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's personal representatives, successors and permitted assigns].
- 1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A reference to **writing** or **written** includes email.
- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.8 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.9 References to clauses are to the clauses of this agreement.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. The agreement**

- 2.1 These terms set out the entire agreement between the Employment Business and the Temporary Worker for the supply of services to a Client and shall govern all Assignments undertaken by the Temporary Worker (including, for the avoidance of doubt, where the Temporary Worker undertakes an Assignment without having signed these terms). No contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 2.2 The first Assignment will commence on the date notified to the Temporary Agency Worker in accordance with clause 3.3 below. The Employment Business will also notify the Temporary Worker of the start date of any subsequent Assignment.
- 2.3 For the avoidance of doubt, this agreement constitutes a contract for services and not a contract of employment between the Employment Business and the Temporary Worker or the Temporary Worker and the Client. The Temporary Worker has the status of worker and is not an employee. This means that the Temporary Worker may not have the same terms and conditions, protections, or obligations as someone who works as an employee.
- 2.4 For the purposes of the Conduct Regulations 2003, the Employment Business acts as an Employment Business in relation to the Introduction and supply of the Temporary Worker to the Client.

### 3. Assignments

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker. The Employment Business is not obliged to offer an Assignment to the Temporary Worker and the Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Temporary Worker agrees that suitability of an Assignment shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer any Assignments.
- 3.3 Except as provided below, at the same time as an Assignment is offered to the Temporary Worker, the Employment Business shall provide the Temporary Worker with the following information (the **Required Assignment Information**):
- (a) the identity of the Client, and if applicable the nature of its business;
  - (b) the date the Assignment is to commence and the duration or likely duration of the Assignment;
  - (c) the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the days and hours during which, the Temporary Worker would be required to work;
  - (d) the Rate of Pay and any expenses payable by or to the Temporary Worker;
  - (e) any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks; and
  - (f) the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or a professional body for the Temporary Worker to possess in order to work in the Assignment.
- 3.4 Where the Required Assignment Information is not given in paper form or by electronic means, the Employment Business shall confirm it in writing or electronically as soon as possible and in any event no later than the end of the third Business Day following the day on which the Assignment was offered to the Temporary Worker.
- 3.5 Unless the Temporary Worker requests otherwise, clause 3.3 will not apply where the Temporary Worker is being Introduced or supplied to the Client to work in the same position as one in which the Temporary Worker has previously been supplied within the previous five Business Days and the Required Assignment Information (with the exception of the date or likely duration of the Assignment) is the same as that already given to the Temporary Worker.

- 3.6 Subject to clause 3.5 and clause 3.7, where the Assignment is intended to last for five consecutive Business Days or less and the Required Assignment Information has previously been given to the Temporary Worker and remains unchanged, the Employment Business shall provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 3.7 Where the provisions of clause 3.6 have been met but the Assignment extends beyond the intended five consecutive Business Day period, the Employment Business shall provide the remaining Required Assignment Information to the Temporary Worker in paper or electronic form within eight Business Days of the start of the Assignment or by the end of the Assignment, if sooner.
- 3.8 If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or completes the Qualifying Period during the relevant Assignment, the Temporary Worker will be informed of the Qualifying Period Rate of Pay if different from the Rate of Pay, together with the Other Qualifying Period Payments and the other Relevant Terms and Conditions to which the Temporary Worker is now entitled under the AWR 2010.
- 3.9 If the Temporary Worker considers that they have not received the Relevant Terms and Conditions on completion of the Qualifying Period, the Temporary Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of their concerns. The Employment Business shall, within 28 days of receiving such request, provide the Temporary Worker with a written statement setting out:
- (a) relevant information relating to the basic work and employment conditions of the workers of the Client;
  - (b) the factors that the Employment Business considered when determining such basic work and employment conditions; and
  - (c) where the Employment Business seeks to rely on the defence in regulation 5(3) of the AWR 2010, relevant information which:
    - (i) explains the basis on which it is considered that an individual is a comparable employee; and
    - (ii) describes the basic work and employment conditions which apply to that employee.

#### **4. Temporary to permanent**

- 4.1 The Temporary Worker acknowledges that the Employment Business will be entitled to charge the Client the Introduction Fee where:
- (a) the Client Engages the Temporary Worker within the Relevant Period; or

- (b) the Client introduces the Temporary Worker to a third party (other than another employment business) who subsequently Engages the Temporary Worker within the Relevant Period.

## **5. Temporary worker's obligations**

5.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business. If the Temporary Worker does accept an Assignment, the Temporary Worker shall:

- (a) co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- (b) observe any relevant rules and regulations of the Client's organisation (including normal hours of work) of which the Temporary Worker has been informed or of which the Temporary Worker should be reasonably aware;
- (c) co-operate with the Employment Business in the completion and renewal of all mandatory checks, including in relation to the Temporary Worker's right to work in the UK];
- (d) where the Assignment involves working with any Vulnerable Persons, provide the Employment Business with copies of any relevant qualifications or authorisations including an up-to-date Disclosure and Barring Service certificate and two references which are from persons who are not related to the Temporary Worker;
- (e) take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Client;
- (f) not engage in any conduct detrimental to the interests of the Employment Business or the Client;
- (g) comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business, including without limitation, any equal opportunities or non-harassment policies].

5.2 If the Temporary Worker accepts any Assignment offered by the Employment Business, as soon as possible before the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Temporary Worker undertakes to:

- (a) inform the Employment Business of any Calendar Weeks whether before the date of commencement of the relevant Assignment or during the relevant Assignment in which the Temporary Worker has worked in the same or a similar role with the Client via any third party;

- (b) provide the Employment Business with all the details of such work, including (without limitation) details of when, where and the period(s) during which such work was undertaken, the role performed and any other details requested by the Employment Business; and
- (c) inform the Employment Business if before the date of the commencement of the relevant Assignment the Temporary Worker has:
  - (i) completed two or more assignments with the Client;
  - (ii) completed at least one assignment with the Client and one or more assignments with a member of the Client's Group; or
  - (iii) worked in more than two roles during an assignment with the Client and on at least two occasions has worked in a role that was not the same role as the previous role.

5.3 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment, they should first inform the Employment Business at least one hour before their normal start time to enable alternative arrangements to be made. If this is not possible, the Temporary Worker should inform the Client and then the Employment Business as soon as possible.

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

## **6. Remuneration**

6.1 Subject to the Temporary Worker submitting properly authorised time sheets in accordance with clause 8, the Employment Business shall pay the Rate of Pay to the Temporary Worker until the Temporary Worker completes the Qualifying Period.

6.2 Subject to the Temporary Worker submitting properly authorised time sheets in accordance with clause 8, if the Temporary 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 Temporary Worker:

- (a) the Qualifying Period Rate of Pay; and
- (b) the Other Qualifying Period Payments,

which will be set out in the relevant Booking Placement Form.

6.3 Subject to any applicable statutory entitlement and to clause 9 and clause 10, the Temporary Worker is not entitled to receive payment from the Employment Business or

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

## **7. Benefits**

The Temporary Worker is not entitled to any benefits.

## **8. Time sheets**

- 8.1 The Temporary Worker shall deliver to the Employment Business a completed time sheet by no later than 10pm on each Monday for the previous week assignment. The Employment Business reserves the right to change this cut off time as required. The time sheet must indicate the number of hours worked during the applicable week (or such lesser period). Time sheets must be approved by the Employment Business and submission of a time sheet by the Temporary Worker does not imply that the Employment Business has approved the hours submitted on a time sheet.
- 8.2 Subject to clause 8.3, the Employment Business shall pay the Temporary Worker for all hours worked (at the pay intervals agreed between the Temporary Worker and the Employment Business relating to each Assignment) regardless of whether the Employment Business has received payment from the Client for those hours.
- 8.3 Where the Temporary Worker fails to submit a properly authorised time sheet, any payment due to the Temporary Worker may be delayed while the Employment Business investigates (in a timely fashion) what hours, if any, were worked by the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.
- 8.4 For the avoidance of doubt and for the purposes of the WTR 1998, the Temporary Worker's working time shall only consist of those periods during which they are carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises (with the exception of time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.
- 8.5 The Temporary Worker acknowledges and accepts that it could be a criminal offence under the Fraud Act 2006 to falsify any time sheet, for example by claiming payment for hours that were not actually worked.

## **9. Holidays**

- 9.1 Your holiday pay is included in your weekly wage. If you wish to receive your holiday pay as cumulative, please inform us at any time during your employment with us. Subject to clause 9.2, the Temporary Worker is entitled, on a pro-rata basis, to the full-time

equivalent of 5.6 weeks' paid holiday during each holiday year (including all bank holiday entitlements). The Employment Business' holiday year runs between 1 April and 31 March. If an Assignment starts or finishes part way through the holiday year, the Temporary Worker's holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day.

- 9.2 On completion of the Qualifying Period, the Temporary Worker may be entitled to annual leave in addition to the Temporary Worker's entitlement under clause 9.1.
- 9.3 All entitlement to annual leave must be taken during the course of the holiday year in which it accrues. No untaken holiday can be carried forward to the next holiday year unless the Temporary Worker has been prevented from taking it in the relevant holiday year by a period of sickness absence, in which case carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.
- 9.4 The Temporary Worker should give at least 1 weeks' notice of any proposed holiday dates. No more than 24 days' holiday may be taken at any one time. The Employment Business may require the Temporary Worker to take holiday on specific days, as notified to the Temporary Worker.
- 9.5 Subject to clause 9.2, in the course of any Assignment during the first holiday year, the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the holiday year.
- 9.6 Where a bank holiday or other public holiday falls during an Assignment and the Temporary Worker ordinarily would work on that day, then subject to the Temporary Worker having accrued entitlement for payment for leave, that day shall count as part of the Temporary Worker's paid annual leave entitlement.
- 9.7 At the end of the Assignment the Temporary Worker shall be entitled to be paid in lieu of accrued but untaken holiday for the holiday year in which termination takes place. The amount of such payment in lieu shall be one hour's pay for each accrued but untaken hour of the holiday entitlement.
- 9.8 If the Temporary Worker has taken more holiday than their accrued entitlement at the end of the Assignment, the Employment Business shall be entitled to deduct the appropriate amount from any payments due to the Temporary Worker. The amount of such deduction shall be one hour's pay for each hour of holiday taken in excess of the accrued entitlement.

## **10. Sickness absence**

- 10.1 If the Temporary Worker is absent from work for any reason, they must notify the relevant person of the reason for their absence as soon as possible but no later than one hour before the scheduled start time of their working day on the first day of absence.
- 10.2 If the Temporary Worker satisfies the qualifying conditions laid down by law, they may be entitled to receive Statutory Sick Pay (**SSP**) at the prevailing rate in respect of any period of sickness or injury during the Assignment. The Temporary Worker will not be entitled to any other payments during such period.
- 10.3 In all cases of absence, a self-certification form, which is available from the head office must be completed on the Temporary Worker's return to work and supplied to the manager. For any period of incapacity due to sickness or injury which lasts for seven consecutive days or more, a doctor's certificate (a "statement of fitness for work") stating the reason for absence must be obtained at the Temporary Worker's own cost and supplied to the manager. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.
- 10.4 The Temporary Worker's qualifying days for SSP purposes are limited to those days on which the Temporary Worker was scheduled to be working on an Assignment (and which such working days on Assignment had been booked, and confirmed by the Employment Business, prior to commencement of the sickness absence). We will inform you if you are entitled to SSP at the relevant time.

## **11. Termination**

- 11.1 The Employment Business, the Client or the Temporary Worker may terminate the Assignment at any time without prior notice or liability.
- 11.2 The Temporary Worker acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between the Employment Business and the Client. If that agreement is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Temporary Worker, except for payment for work done up to the date of termination of the Assignment.
- 11.3 Unless exceptional circumstances apply, the Temporary Worker's failure to inform the Client or the Employment Business of their inability to attend work as required by clause 5.3 will be treated as termination of the Assignment by the Temporary Worker.
- 11.4 If the Temporary Worker is absent during the course of an Assignment and the Assignment has not otherwise been terminated, the Employment Business will be

entitled to terminate the Assignment in accordance with clause 11.1 if the work to which the Temporary Worker was assigned is no longer available.

- 11.5 If you want us to remove your name from our bank of casual/zero hours staff and no longer want to be considered for casual work you should notify us, in writing, as soon as possible.
- 11.6 We reserve the right to remove your name from our bank of casual staff at any time but, in particular, if you reject offers of work or fail to attend for agreed assignments as detailed above in the acceptance of assignments clause.

## **12. Intellectual property rights**

The Temporary Worker acknowledges that all Intellectual Property Rights deriving from services carried out by the Temporary Worker for the Client during the Assignment shall belong to the Client. Accordingly, the Temporary Worker shall execute all such documents and do all such acts as the Employment Business or Client shall from time to time require in order to give effect to the Client's rights pursuant to this clause.

## **13. Confidentiality**

13.1 In order to protect the confidentiality and trade secrets of the Employment Business and the Client, the Temporary Worker agrees, subject to clause 13.2, not at any time:

- (a) whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business; or
- (b) to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or the Employment Business except when required to do so in the course of the Temporary Worker's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Client or the Employment Business, as appropriate.

13.2 The restriction in clause 13.1 does not apply to:

- (a) any use or disclosure authorised by the Client or the Employment Business or as required by law, a court of competent jurisdiction or any governmental or regulatory authority;
- (b) any information which is already in, or comes into, the public domain otherwise than through the Temporary Worker's unauthorised disclosure; or

- (c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

13.3 At the end of each Assignment or on request the Temporary Worker agrees to deliver up to the Client or the Employment Business (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client which are in its possession, including any data produced, maintained or stored on the Client's computer systems or other electronic equipment.

#### **14. Data protection**

14.1 The Employment Business and the Client will collect and process information relating to the Temporary Worker in accordance with the Employment Business's privacy notice. The Temporary Worker is required to sign and date the privacy notice.

14.2 The Temporary Worker shall comply with the data protection policy of both the Employment Business and the Client when handling personal data including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Employment Business or Client.

14.3 Failure to comply with the data protection policy and/or any of the policies may be dealt with under the Employment Business' or the Client's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

#### **15. Pensions**

The Temporary Worker is eligible to be enrolled into the Smart pension scheme. Further details of the pension scheme are available from the manager

**OR**

The Temporary Worker is not eligible to be enrolled in a pension scheme.

#### **15. Deductions**

15.1 During or on termination of any assignment, we shall be entitled to deduct from your pay the following:

(a) the amount of any overpayment of salary, sick pay, holiday pay, bonus or other benefits;

(b) the amount of any outstanding loans and advances made to you by the organisation;

(c) any amount due by virtue of any Training Fees Agreement you have entered into with the organisation;

(d) the reasonable cost of making good any loss or damage to our property or any shortfall of cash for which you were responsible caused by your wilful act, carelessness or negligence; and

(e) any other sums owed by you to the organisation.

## **16. Disciplinary and grievance procedures**

16.1 The Temporary Worker's attention is drawn to the disciplinary rules and procedure, and grievance procedure, applicable to their engagement. These rules and procedures do not form part of this agreement.

16.2 If the Temporary Worker wishes to appeal against a disciplinary decision, they may apply in writing in accordance with the Employment Business' disciplinary procedure.

## **17. Warranties and indemnities**

17.1 The Temporary Worker warrants that:

(a) the information supplied to the Employment Business in any application documents is correct;

(b) the Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for the Temporary Worker to possess in order to perform the Assignment;

(c) the Temporary Worker is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Temporary Worker's obligations under this agreement; and

(d) the Temporary Worker has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.

17.2 The Temporary Worker shall indemnify and keep indemnified the Employment Business and the Client against all Demands (including legal and other professional fees and expenses) which the Employment Business or the Client may suffer, sustain, incur, pay or be put to arising from or in connection with:

(a) any failure by the Temporary Worker to comply with its obligations under this agreement;

(b) any negligent or fraudulent act or omission by the Temporary Worker;

(c) the disclosure by the Temporary Worker of any Confidential Information;

- (d) any employment-related claim brought by the Temporary Worker in connection with the Assignment; or
- (e) the infringement by the Temporary Worker of the Client's or any Group Company's Intellectual Property Rights.

## **18. No partnership or agency**

- 18.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **19. Collective agreements**

- 19.1 There is no collective agreement which directly affects the Temporary Worker's engagement as a worker.

## **20. Entire agreement**

- 20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 20.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives). A written copy of the varied terms, including the date from which they take effect, shall be given to the Temporary Worker no later than the fifth Business Day following the day on which the variation was agreed.
- 20.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **21. Third Party rights**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **22. Severance**

- 22.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 22.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **23. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **24. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF  
DIRECTOR] for and on  
behalf of [NAME OF  
EMPLOYMENT BUSINESS]



Director

**Tempcare Personnel Ltd**

Signed by [NAME OF  
TEMPORARY WORKER]

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## PRIVACY NOTICE

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**Data controller:** Tempcare Personnel Ltd

### 1. Introduction

Tempcare Personnel Ltd is a “Data Controller”. This means that we are responsible for deciding how we hold and use personal information about you.

Tempcare Personnel Ltd “The Company” collects, stores and processes personal data relating to its employees in order to manage the employment relationship. This privacy notice sets down how the Company collects and uses personal information about you during and after your working relationship with us.

This privacy notice applies to current and former employees, workers and contractors. This notice does not form part of a contract of employment or any contract to provide services and may be updated at any time.

The Company is committed to protecting the privacy and security of your personal information. The Company is committed to being clear and transparent about how it collects and uses that data and to meeting its data protection obligations.

### 2. Data Protection Principles

The Company will comply with data protection law. This means that the personal information we hold about you must be:

- Used lawfully, fairly and in a transparent way;
- Collected only for valid purposes that we have explained to you clearly and not used in any way that is incompatible with these purposes;
- Relevant to the purposes we have told you about and limited to those purposes only;
- Accurate and kept up to date;
- Kept only for such time as is necessary for the purposes we have told you about; and
- Kept securely.

### **3. What Information Does the Company Collect And Process?**

The Company collects and processes a range of personal information (personal data) about you. Personal data means any information about an individual from which the person can be identified. This includes:

- Personal contact details, such as your name, title, address and contact details, including email address and telephone number;
- date of birth;
- gender;
- the terms and conditions of your employment;
- details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the Company;
- information about your remuneration, including entitlement to benefits such as pensions;
- details of your bank account, tax status and national insurance number;
- information about your marital status, next of kin, dependants and emergency contacts;
- information about your nationality and entitlement to work in the UK;
- copy of driving licence;
- details of periods of leave taken by you, including holiday, sickness absence, family leave and sabbaticals, and the reasons for the leave;
- details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;
- assessments of your performance, including appraisals, training you have participated in, performance improvement plans and related correspondence;
- CCTV footage and other information obtained through electronic means e.g. swipe card records.

We may also collect, store and use the following special categories of more sensitive personal information:

- information about medical or health conditions, including whether or not you have a disability for which the Company needs to make reasonable adjustments;
- details of trade union membership;

- information about your criminal record; and
- equal opportunities monitoring information, including information about your ethnic origin, sexual orientation, health and religion or belief.

The Company collects this information in a variety of ways. For example, data is collected through the application and recruitment process and during work-related activities throughout the period of working for us.

In some cases, the Company collects personal data about you from third parties, such as references supplied by former employers, information from employment background check providers, information from credit reference agencies and information from criminal records checks permitted by law.

Data is stored in a range of different places, including in your personnel file, in the Company's HR systems and in other IT systems (including the Company's email system).

#### **4. Why Does the Company Process Personal Data?**

The Company needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract.

In addition, the Company needs to process data to ensure that we are complying with our legal obligations, for example, we are required to check an employee's entitlement to work in the UK.

In other cases, the Company has a legitimate interest in processing personal data before, during and after the end of the employment relationship.

#### **5. Situations in Which We Will Use Your Personal Information**

Situations in which we will process your personal information are listed below:

In order to:

- make decisions about recruitment and promotion processes;

- maintain accurate and up-to-date employment records and contact details (including details of whom to contact in the event of an emergency), and records of employee contractual and statutory rights;
- check you are legally entitled to work in the UK;
- gather evidence for, and keep a record of, disciplinary and grievance processes, to ensure acceptable conduct within the workplace;
- pay you and, in the case of employees, make deductions for tax and National Insurance;
- make decisions about salary reviews and compensation;
- operate and keep a record of employee performance and related processes;
- keep records of training and development requirements;
- operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled;
- ascertain your fitness to work;
- operate and keep a record of other types of leave (such as maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the organisation complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled;
- ensure effective general HR and business administration;
- provide references on request for current or former employees;
- deal with legal disputes involving you or other employees, workers and contractors; and
- facilitate equal opportunities monitoring in the workplace.

## **6. If You fail to Provide Personal Information**

If you do not provide certain information when requested, the Company may not be able to perform the contract we have entered into with you, such as paying you or providing a benefit. You may also have to provide the Company with data in order to exercise statutory rights, for example in relation to statutory leave entitlements.

## **7. Change of Purpose**

The Company will only use your personal information for the purpose for which it was collected unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will advise you of this and explain the legal basis which allows us to do so.

You should be aware that we may process your personal information without your knowledge or consent where this is required or permitted by law.

## **8. How We Use Sensitive Personal Information**

Some special categories of personal data, such as information about health or medical conditions, is processed to carry out employment law obligations (for example, in relation to employees with disabilities and for health and safety purposes).

Data used by the Company for these purposes is anonymised or is collected with the express consent of employees, which can be withdrawn at any time. Employees are entirely free to decide whether or not to provide such data and there are no consequences of failing to do so.

## **9. Information About Criminal Convictions**

We do not envisage that we will hold information about criminal convictions.

### **Automated Decision-Making**

Our employment decisions are not based solely on automated decision-making.

## **10. For How Long Do You Keep Data?**

The Company will only hold your personal data for as long as is necessary to fulfil the purposes we collected it for, including any legal, accounting or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process

your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

The periods for which your data is held after the end of employment will be in accordance with applicable laws and regulations

## **11. Who Has Access to Data?**

Your information will be shared internally only between members of HR and Directors of the Company.

The Company shares your data with third parties where required by law, where it is necessary in order to administer the working relationship with you or where we have another legitimate interest in doing so. The following services are carried out by third party service providers: payroll, pension administration, benefits provision and administration, IT services. The Company may also share your data with other third parties, for example, in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements.

The Company will not transfer your data to countries outside the European Economic Area.

## **12. How Does The Company Protect Data?**

The Company takes the security of your data seriously. The Company has internal policies and controls in place to prevent your data being lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties. Details of these measures are available on request.

When the Company engages third parties to process personal data on its behalf, they do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

**13. Your Duty to Inform Us of Changes**

It is important that the personal information we hold about you is accurate and current. Please be sure to keep us informed if your personal information changes during your time working with us.

**14. Your Rights**

As a data subject, you have a number of rights. You can:

- access and obtain a copy of your data on request (known as a “data subject access request”);
- require the Company to change incorrect or incomplete data;
- request erasure of your personal information. This enables you to ask the Company to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing;
- object to the processing of your data where the Company is relying on its legitimate interests as the legal ground for processing; and
- ask the Company to suspend the processing of your personal data for a period of time if data is inaccurate or there is a dispute about its accuracy or the reason for processing it.

If you would like to exercise any of these rights, or you have any questions about the privacy notice, please contact your manager.

If you believe that the Company has not complied with your data protection rights, you have the right to make a complaint to the Information Commissioner’s Office.

<b>ACKNOWLEDGEMENT AND AGREEMENT OF EMPLOYEE</b>	
I acknowledge receipt of the Privacy Notice and confirm that I have read and understood it.	
<b>NAME:</b>	
<b>DATE:</b>	
<b>SIGNATURE:</b>	

## WORKING TIME OPT OUT FORM

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**(Please put a X in one of the boxes below that is relevant to you)**

I agree    I disagree    With Tempcare Personnel Ltd, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998.

<b>ACKNOWLEDGEMENT AND AGREEMENT OF EMPLOYEE</b>	
I understand I may end this opt out at any time by giving my employer not less than three months' written notice.	
<b>NAME:</b>	
<b>DATE:</b>	
<b>SIGNATURE:</b>	