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# QUICKTEMP

## CANDIDATE CONTRACT FOR SERVICES – PAYE

TERMS & CONDITIONS

**Galago House, 163 Brighton Road, Coulsdon, CR5 2YH**  
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# CONTRACT FOR SERVICES – PAYE (1<sup>ST</sup> APRIL 2021)

## 1. DEFINITIONS

- 1.1 In this Contract the following terms shall have the meanings given to them:

**Actual QP Rate of Pay**

Means the rate of pay calculated at an hourly or daily rate, to be determined prior to the commencement of the Assignment, subject to deductions for the purpose of National Insurance, PAYE, absences or any other purpose for which Quicktemp is required by law or court order or as agreed herein to make deductions;

**Actual Rate of Pay**

Means as defined in clause 6.1;

**Agency Workers Regulations**

Means the Agency Workers Regulations 2010;

**Assignment**

Means your engagement to provide Services to the Client for the reasons and time-scales as set out in the Assignment Schedule and performed at a temporary location;

**Assignment Schedule**

Means written confirmation of the Assignment details;

**Calendar Week**

Means any period of 7 days starting with the same day as the first day of the First Assignment;

**Candidate Registration Document**

Means the forms completed by you when registering as a candidate with Quicktemp;

**Client**

Means a third party (including any subsidiary or holding company) requiring the Services of a worker from Quicktemp and for whom the Services are carried out. In the case that you carry out Assignments for more than one such third party, "Client" shall be construed separately for each such party;

**Commencement Date**

Means the earlier of the date of signature of this Contract or the first date of an Assignment;

**Conduct Regulations**

Means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

**Contract**

Means these terms of engagement together with any applicable Assignment Schedule;

**Data Protection Laws**

Means the Data Protection Act 2018, the UK GDPR (as defined in the Data Protection Act 2018), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

**Emoluments**

Means any pay in addition to the Actual QP Rate of Pay;

**First Assignment**

Means:

- (a) The relevant Assignment; or
- (b) If, prior to the relevant Assignment:
  - (i) You have worked in any assignment in the same role with the relevant Client as the role in which you work in the relevant Assignment; and
  - (ii) The relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which you are supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);

**Holiday Year**

Means each period from 1st May to 30th April;

**IPR**

Means any copyright, design right, trademarks, patents and other intellectual property rights in any software code, reports, manuals, plans, drawings, specifications or other documents or material;

**Minimum Hourly Rate**

Means the minimum hourly rate of pay by Quicktemp to you in respect of an Assignment which is a sum equal to the national minimum wage;

**Period of Extended Hire**

Means any additional period that the Client wishes you to perform Services beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

**Qualifying Period**

Has the meaning set out in Regulation 7 of the Agency Workers Regulations;

**Quicktemp**

Means the employment business (within the meaning of the Agency Workers Regulations), Quicktemp Limited, registered in England 08354551 of Galago House, 163 Brighton Road, Coulsdon, CR5 2YH;

**Relevant Period**

Means (a) the period of 8 weeks commencing on the day after the last day on which you worked for the Client having been supplied by Quicktemp; or (b) the period of 14 weeks commencing on the first day on which you worked for the Client having been supplied by Quicktemp; or (c) 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;

**Services**

Means the provision of work and services by you as described in an Assignment for the Client or other business;

**Temporary Work Agency**

Means a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- (a) Supplying individuals to work temporarily for and under the supervision and direction of hirers; or
- (b) Paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of Hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person,

**Timesheets**

Means a physical timesheet or an electronic timesheet in any form specified by Quicktemp used to record and approve or verify the time that you are engaged on an Assignment;

**Transfer Fee**

Means the fee payable by the Client to Quicktemp if the Client wishes to engage you, as permitted by Regulation 10 of the Conduct Regulations;

**Working Time Regulations**

Means the Working Time Regulations 1998 (as amended); and

**You**

Means the individual who is introduced by us to provide Services to the Client as an agency worker, (within the meaning of the Agency Workers Regulations).

**1.2 In this Contract:**

- 1.2.1 A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.2 A reference to any other document referred to in this Contract is a reference to that other document as amended, varied, novated or supplemented;
- 1.2.3 Headings and titles are for convenience only and do not affect the interpretation of this Contract;
- 1.2.4 Any schedules, including an Assignment Schedule shall form a part of this Contract and shall have the same force and effect as if expressly set out in the body of this Contract and any reference to this Contract shall include the schedules;
- 1.2.5 To the extent that there is an inconsistency between the terms of the body of this Contract, its schedules or other documents referred to, the following order or precedence shall apply, in descending order of precedence:
  - 1.2.5.1 Any special conditions recorded in an Assignment Schedule;
  - 1.2.5.2 The conditions set out in this document.
- 1.2.6 If any provision or part of any provision of this Contract is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from this Contract and the remaining provisions or parts of the provision shall continue to have full force and effect.

**2. PRELIMINARY**

- 2.1 You and Quicktemp acknowledge and agree that this Contract constitutes a contract for services and shall not create an employer/employee relationship between Quicktemp and you. The terms of this Contract shall apply to each and every Assignment you carry out for and / or on behalf of Quicktemp. These terms form a contract for services and, together with any documents referred to, set out the entire agreement between you and Quicktemp with the exception of details of any Assignment(s) as set out in Assignment Schedule. However, no contract shall exist between you and Quicktemp between Assignments

- 2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between you and Quicktemp or you and the Client. You are engaged as an agency worker, although it is agreed that Quicktemp shall make statutory deductions from your remuneration in respect of taxes and other duties payable by you in respect of such remuneration. You are entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving you rights in addition to those provided by statute except where expressly stated.
- 2.3 You hereby represent and warrant that no collective agreements exist which would affect your terms of engagement.
- 2.4 Your engagement with Quicktemp is as a flexible worker beginning from the Commencement Date. Quicktemp will assign you, on occasion, to perform Services on behalf of a Client. You agree, in undertaking this, to work under the Client's direction, supervision and control at the premises where assigned and to perform the duties in a responsible and professional manner
- 2.5 Any previous contract which was issued to you by Quicktemp will cease to be effective on the date at which you commence work under this Contract. This Contract will supersede any previous contracts, whether these relate to employment or services.
- 2.6 You warrant to Quicktemp that all information which you have provided to date and which you hereafter provide is and will be true and accurate in all respects.
- 2.7 You will notify Quicktemp if you are unable to work as a night worker (as defined under the Working Time Regulations). If you are able to work as a night worker, Quicktemp will provide you with a night worker health assessment, free of charge, if you request it.
- 2.8 You agree to inform Quicktemp immediately of any change in your name or address or any details in the Candidate Registration Document or other details relevant to this Contract or any Assignment and that the referees you have provided are not relatives and are willing for their references to be provided to Clients.
- 2.9 Any notice to Quicktemp under or in relation to this Contract or any Assignment shall be given to:
- Head of Registrations and Compliance –  
email: [registrations@quicktemp.co.uk](mailto:registrations@quicktemp.co.uk)
- 2.10 Quicktemp shall act as an employment business (as defined in Section 13(3) of the Conduct Regulations) when introducing you to, or supplying you for, Assignments with its Clients.

### **3. ASSIGNMENT & YOUR OBLIGATIONS**

- 3.1 Upon provision, by you of a full and accurate curriculum vitae, Quicktemp shall at its sole discretion, search for suitable Assignments for you with Clients.
- 3.2 Notwithstanding clause 3.1 above you shall additionally provide Quicktemp with satisfactory evidence of your identity in accordance with Quicktemp's requirements. If, in respect of any prospective Assignment, you are required by law, any professional body or by any Client to hold or have any experience, training qualifications and / or authorisations, you shall provide Quicktemp with up to date copies of such qualifications and/or authorisations. You shall, when requested, provide the name and contact details of two referees who are not relatives and who are willing to provide references which may be shared with Clients.
- 3.3 You consent to the disclosure of all relevant information (which is reasonably required to progress any application or Assignment) including but not limited to copies of qualifications, authorisations and / or references by Quicktemp to the Client.
- 3.4 Subject to Quicktemp being satisfied with the terms of the Candidate Registration Document, Quicktemp will endeavour to obtain suitable Assignments for you.
- 3.5 You shall provide to Quicktemp notification of any changes to information provided in the Candidate Registration Document, this includes but is not limited to name, address, gender and national insurance number.
- 3.6 You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available and you further agree that suitability shall be determined solely by Quicktemp and that Quicktemp shall incur no liability to you should it fail to offer opportunities to work in the categories set out in the Candidate Registration Document or in any other category.
- 3.7 Notwithstanding any activities undertaken to find work for you, Quicktemp shall be under no obligation to provide work for you and this Contract creates no obligation on Quicktemp to provide you with a specified number of hours / days work in any day or any week or any work whatsoever.
- 3.8 Quicktemp reserves the right to offer any Assignment as it may elect to you or any third party where that Assignment is suitable for several candidates. You are under no obligation to accept any such offer but, if accepted, you owe the normal common law duties of a worker as far as they are reasonably applicable.
- 3.9 When engaged by Quicktemp, you must adhere to all Quicktemp's instructions, policies and regulations which may be in force. You must also adhere to any regulations, policies and instructions which the Client may require you to follow whilst working at any premises of the Client.

- 3.10 The details of all Assignments offered to and accepted by you will be provided to you prior to the start of the Assignment or, when not reasonably practicable, as soon as is possible. The Assignment Schedule will provide you with the following:
- 3.10.1 The identity of the Client, and if applicable the nature of their business;
  - 3.10.2 The date the Assignment is to commence and the duration or likely duration of Assignment;
  - 3.10.3 The type of work, location and hours during which you would be required to work;
  - 3.10.4 The Actual Rate of Pay that will be paid and any expenses payable by or to you;
  - 3.10.5 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;
  - 3.10.6 What experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment; and
  - 3.10.7 The intervals of payment.
- 3.11 For the purpose of calculating the average number of weekly hours worked by you on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which you commenced the first Assignment.
- 3.12 If, before or during an Assignment or during the Relevant Period, the Client wishes to engage you directly or through another employment business, you acknowledge that Quicktemp will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire with the Client at the end of which you may be engaged directly by the Client or through another employment business without further charge to the Client. In addition Quicktemp will be entitled to charge a Transfer Fee to the Client if the Client introduces you to a third party who subsequently engages you within the Relevant Period.
- 3.13 Duties expected of you and the relevant pay rates may vary between Assignments or during the course of any Assignment you have undertaken.
- 3.14 You are not obliged to accept any Assignment offered by Quicktemp but if you do so, during every Assignment and afterwards where appropriate, you will:
- 3.14.1 Co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;
  - 3.14.2 Observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which you might reasonably be expected to ascertain;
  - 3.14.3 Be present during the times or for the total number of hours during each day and/or week as may be agreed with the Client and as reasonably required for the proper performance of the Services;
  - 3.14.4 Not provide the Services in excess of the permitted number of hours/days as agreed with Quicktemp and/or the Client from time to time;
  - 3.14.5 Comply with all reasonable instructions and requests regarding the scope of the services made by the Client;
  - 3.14.6 Furnish Quicktemp or the Client with any documentation or progress reports as may be reasonably requested from time to time;
  - 3.14.7 Take all reasonable steps to safeguard your safety and that of any other person who may be present or affected by your actions on the Assignment and comply with the Health and Safety policies of the Client;
  - 3.14.8 Not engage in any conduct detrimental to the interests of the Client;
  - 3.14.9 Not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the Client's or Quicktemp's employees, business affairs, transactions or finances;
  - 3.14.10 To comply with the Data Protection Laws in respect of any personal data which you are granted access to for the purpose of or by reason of the performance of the Services;
  - 3.14.11 Have in place appropriate vehicle insurance for any vehicle used in connection with any Assignment;
- 3.15 Your place of work will be determined on an Assignment by Assignment basis as agreed by the Client
- 3.16 You shall immediately inform Quicktemp should there be any reason or circumstances of which you are or become aware under which it would be detrimental to the interests of Quicktemp, the Client or you for you to take up a particular position with the Client or for an Assignment to continue.

- 3.17 If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if you are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Schedule or any variation to the relevant Schedule (as appropriate).
- 3.18 If you consider that you have not or may not have received equal treatment under the Agency Workers Regulations, you may raise this in writing with Quicktemp setting out as fully as possible the basis of your concerns.
- 3.19 If you accept any Assignment offered by Quicktemp, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at Quicktemp's request, you undertake to:
- 3.19.1 Inform Quicktemp of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which you have worked in the same or a similar role with the relevant Client via any third party and which you believes count or may count toward the Qualifying Period;
  - 3.19.2 Provide Quicktemp 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 Quicktemp; and
  - 3.19.3 Inform Quicktemp if you have prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
    - 3.19.3.1 Completed two or more assignments with the Client;
    - 3.19.3.2 Completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
    - 3.19.3.3 Worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.
- 3.20 You acknowledge that any breach of your obligations set out in this Contract may cause Quicktemp to suffer loss and that Quicktemp reserves the right to recover such losses from you.
- 3.21 You will hold Quicktemp harmless against any claims against Quicktemp from a client or third party, or any other losses Quicktemp suffers, arising out of your negligence or wilful misconduct.

#### **4. HOURS WORKED**

- 4.1 Quicktemp offers no guarantees that any suitable assignments will be available. Other than as stated in this Contract or provided by statute, Quicktemp has no obligation to pay you when you are not carrying out an Assignment or an Assignment has been cancelled or terminated.
- 4.2 Once you have accepted an Assignment, you are obliged to work when required to by Quicktemp. If you do not work when required to do so by Quicktemp, without good cause, Quicktemp shall be entitled to terminate this Contract with immediate effect.
- 4.3 It is agreed that your assigned hours of work shall vary according to the requirements of the Client.
- 4.4 It is a condition of this Contract that you work flexibly and in accordance with these requirements.
- 4.5 Quicktemp will endeavour to give you advance notice of the hours you will be required to work. You agree to working hours which may be in excess of the maximum average weekly working time limit of 48 hours in any period of seventeen consecutive weeks imposed by the Working Time Regulations (and as any such maximum average might be amended or supplemented under those regulations or other legal instruments). You are entitled to withdraw your agreement on giving Quicktemp not less than three months' advance notice in writing.

#### **5. TIMESHEETS**

- 5.1 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 or is completed before the end of a week) you shall deliver to Quicktemp a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client. You shall follow such procedure for approval of a Timesheet as Quicktemp may require from time to time. Where this is not reasonably possible you shall, in any event, ensure you submit Timesheets within thirty (30) days of the end of the period to which the Timesheet relates.
- 5.2 For the avoidance of doubt, where your Assignment is for a Client, that uses an electronic timesheet or booking system, the point of authorisation by the client will be per the electronic system and not per any other form of Timesheet.
- 5.3 If you are not able to submit a Timesheet within this period, you must inform Quicktemp as soon as reasonably practicable and may only submit Timesheets outside of these time periods with the prior written agreement of Quicktemp.
- 5.4 Subject to clause 5.5 Quicktemp shall pay you for all hours worked regardless of whether Quicktemp has received payment from the Client for those hours. You will normally receive payment from Quicktemp in respect of a Timesheet(s) approved/signed in accordance with clause 5.1 above within 30 days of Quicktemp receiving a valid Timesheet(s), regardless of whether Quicktemp has received payment from the Client.

- 5.5 Where you fail to submit a properly authenticated timesheet Quicktemp shall, in a timely fashion, conduct further investigations into the hours claimed by you and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to you. Quicktemp shall make no payment to you for hours not worked.
- 5.6 For the avoidance of doubt and for the purposes of the Working Time Regulations, your working time shall only consist of those periods during which you are carrying out your activities or duties as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of your working time. This clause 5.6 is subject to any variation set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule which Quicktemp may make for the purpose of compliance with the Agency Workers Regulations.

## **6. PAY AND DEDUCTIONS**

- 6.1 Whilst working on an Assignment, you are entitled to be paid wages calculated at an hourly or daily rate, to be determined prior to the commencement of the Assignment, subject to deductions for the purpose of National Insurance, PAYE, pension, absences or any other purpose for which Quicktemp is required by law or court order or as agreed herein to make deductions ("Actual Rate of Pay"). The standard payment interval will be weekly in arrears, in accordance with Quicktemp's current procedure from time to time, with any alternative interval being notified prior to the individual Assignment.
- 6.2 The Actual Rate of Pay may differ from Assignment to Assignment. You will be advised in advance of the Actual Rate of Pay applicable for each specific Assignment. Where overtime rates are payable you will be advised of this prior to the Assignment commencing. The Actual Rate of Pay will be paid unless and until you complete the Qualifying Period. The Actual Rate of Pay shall not be less than the Minimum Hourly Rate.
- 6.3 If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment and you are not already receiving the Actual QP Rate of Pay, Quicktemp shall pay to you:
- 6.3.1 The Actual QP Rate of Pay; and
- 6.3.2 The Emoluments (if any), which will be notified on a per Assignment basis.
- 6.4 Payment will be made to you as agreed for each specific Assignment.
- 6.5 Subject to any statutory entitlement, you are not entitled to receive payment from Quicktemp or the Client for time not spent on an Assignment, whether in respect of holidays, illness or absence for any reason other than that authorised.
- 6.6 You shall promptly comply with any rule or request whether from Quicktemp and / or a Client to provide information and / or documentation in respect of the hours worked by you. Your failure to provide evidence of hours worked may delay payment for such hours. In the event that payment of any amount has been made for such hours not evidenced by an approved Timesheet Quicktemp may deduct such amount from any subsequent payment to you and you hereby expressly authorise Quicktemp to make any such deductions from wages. Quicktemp will not withhold payment of your wages through reasons of non-receipt of payments from the Client.
- 6.7 For the purposes of the Employment Rights Act 1996, sections 13–22 and subject to Regulation 12 of the Conduct Regulations you agree that Quicktemp may deduct from your remuneration any sums due from you to Quicktemp and / or the Client. This includes, without limitation, any overpayments, loans or advances made to you by Quicktemp or any losses suffered by Quicktemp as a result of your negligence or breach of either Quicktemp's or the Client's rules.
- 6.8 If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, you may be entitled to receive a bonus. You will comply with any requirements of Quicktemp and/or the Client relating to the assessment of your performance for the purpose of determining whether or not you are entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, you are entitled to receive a bonus, Quicktemp will pay the bonus to you.
- 6.9 You are eligible to be enrolled in the Quicktemp nominated pension scheme. Further details of the pension scheme are available in the "key information document" that you are provided with prior to entering into these terms and as further provided by the pension provider

## **7. EXPENSES**

- 7.1 Unless specifically agreed in writing with Quicktemp in advance of an Assignment, neither Quicktemp nor the Client shall be responsible for any arrangements for or costs of travel or accommodation that you might require in connection with an Assignment.

## **8. HOLIDAYS & HOLIDAY PAY**

- 8.1 Your entitlement to paid annual holiday is in accordance with the Working Time Regulations (current statutory entitlement is 5.6 weeks per year). Your holiday entitlement period will run over the Holiday Year. All holiday entitlement and pay MUST be taken during the Holiday Year or will be forfeited by you as un-taken holiday and Quicktemp will not be under any obligation to make any payment in lieu.
- 8.2 Entitlement to payment for leave under clause 8.1 accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.



- 8.3 Under the Agency Workers Regulations, on completion of the Qualifying Period you may be entitled to paid and/or unpaid annual leave in addition to your entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 8.1 and 8.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule.
- 8.4 The amount of the payment to which you are entitled in respect of paid annual leave is calculated in accordance with and in proportion to the number of hours, which you work on an Assignment. Any payments for annual leave will be calculated on the basis of rates paid during a Client's normal working hours i.e.; not overtime. Holiday monies will be accrued and retained and paid to you when requested, by completing a holiday request form as directed under the Working Time Regulations. In the event the statutory paid holiday entitlement is subsequently increased or decreased then entitlement to leave under this clause 8.4 shall be increased or decreased accordingly for any period in which work is carried out.
- 8.5 For the avoidance of doubt, when you take holidays you will need to request your 'holiday account balance' to be processed in accordance with HMRC PAYE guidelines and subject to PAYE tax and National Insurance contributions at your specified rate. This will be in addition to any other remuneration.
- 8.6 Where you wish to take holiday during the course of an Assignment you should notify Quicktemp of the intended holiday dates giving notice of at least twice the length of the period of leave required or 14 days (whichever is the longer period). In certain circumstances Quicktemp may give written counter-notice to you to postpone or reduce the amount of leave you wish to take giving you at least the same length of notice as the period of leave that it wishes to postpone or reduce it by. Quicktemp may require you to take part or all of any paid annual leave entitlement by giving you not less than two weeks' notice.
- 8.7 Where a bank holiday or other public holiday falls during an Assignment and you do not work on that day, the public holiday shall count as part of your paid annual leave entitlement.
- 8.8 None of the provisions in this clause regarding the statutory entitlement to paid leave shall affect your status as an agency worker.

## **9. SICKNESS & OTHER ABSENCE**

- 9.1 If you need to be absent from work for any reason you must advise Quicktemp by telephone at the earliest opportunity and in any event at least 2 hours before you are due to start work on every day of absence.
- 9.2 You are required to provide Quicktemp with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 9.3 On following these requirements, as set out in this clause 9, you may be entitled to statutory sick pay. If you fail to do so, your Assignment may be terminated.
- 9.4 For the purposes of statutory sick pay there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 9.5 Quicktemp shall have the right to require that you undertake a medical examination conducted by a doctor of Quicktemp's choice, at Quicktemp's expense, and you hereby agree to comply with any such request promptly.
- 9.6 If, after commencing an Assignment you are unable to continue that Assignment due to restrictions of any doctor's fit note, Quicktemp or the Client will be entitled to vary the scope of your Assignment so as to ensure that your duties align with those permitted under the fit note.

## **10. CONFIDENTIALITY**

- 10.1 Whilst engaged by Quicktemp, you may gain knowledge of trade secrets or other confidential information which relates to Quicktemp and/or a Client. You shall at all times:
- 10.1.1 Treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to either Quicktemp's or a Client's business, data, technology, software code or other know-how, business plans or finances or other information that either Quicktemp or a Client deems confidential, or any such information relating to a subsidiary, supplier, customer or client of either Quicktemp or a Client where the information was received as a result of this Contract;
- 10.1.2 Upon termination of any Assignment or this Contract for whatever reason to deliver up to Quicktemp or the Client (as may be required) all documents, working papers, computer disks, memory sticks and tapes and other materials (whether hard or soft copy) and all copies thereof provided to or prepared during or received during the course of provision of the Services; and
- 10.1.3 Not at any time to make a copy, abstract, summary or précis of the whole or any part of any document, computer program or other material belonging to either Quicktemp or a Client except when required to do so in the course of your duties in provision of the Services in which event any such item shall belong to either Quicktemp or a Client.



10.2 The provisions of this clause shall not apply to:

10.2.1 Any information in the public domain otherwise than by breach by you of this Contract; or

10.2.2 Information obtained from a third party who is legally entitled to divulge the same.

10.3 Quicktemp may require you to enter into an agreement relating specifically to aspects of confidentiality at the request of a Client on such terms as a Client may require from time to time.

10.4 The provisions of this clause 10 shall survive termination or expiry of this Contract for whatever reason.

## **11. IPR**

11.1 All IPR produced by you in the course of or for the purpose of provision of the Services shall belong to and vest in the Client.

11.2 At the request of Quicktemp, you shall take all such steps and execute all such assignments and other documents as Quicktemp may require to ensure that full title to all IPR covered by clause 11.1 vests in the Client for the purpose of registering or protecting those rights.

11.3 You shall at the request of either Quicktemp or a Client (as the case may be) provide the Client the originals of all IPR or software code, reports, manuals, plans, drawings, specifications or other documents or material referred to in clause 11.1, and in any event shall provide such originals on the completion or earlier termination of the Services. You shall make no use of such documents or material other than for the purpose of providing the Services.

## **12. TERMINATION**

12.1 Either Quicktemp or a Client may terminate an Assignment immediately for any reason by giving notice to you without liability or cost.

12.2 To terminate an Assignment, you must give Quicktemp the correct period of notice as stated in the Assignment schedule. If no notice provision is specified in the Assignment schedule, you may terminate an Assignment immediately for any reason by giving Quicktemp written notice.

12.3 Terminating an Assignment is not termination of this Contract by you or by Quicktemp and in no way affects your engagement in another Assignment under this Contract.

12.4 Notice of termination may be given either verbally (which may include telephone), in writing (which may include text message), or by email. Any verbal notice shall be followed up by written notice within a reasonable time, where requested by the other party.

12.5 You acknowledge that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between Quicktemp and the Client. In the event that the contract between Quicktemp and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to you (save for payment for hours worked by you up to the date of termination of the Assignment).

12.6 To terminate the Contract, you must give Quicktemp one calendar month's advance notice in writing.

12.7 On request and also on the termination of any Assignment or this Contract you must immediately return to Quicktemp or the Client (whichever is appropriate) any property belonging to them which you may have in your possession or be under your control.

12.8 Quicktemp does not accept any responsibility and shall not be liable for any loss or damage suffered by you as a result of an Assignment being terminated by either Quicktemp or a Client and whether before its commencement or during an Assignment.

## **13. POLICIES**

13.1 You shall comply with:

13.1.1 The email, internet and computer usage policy in force at the Client;

13.1.2 The Client's Health and Safety policies and procedures while working at their site;

13.1.3 Any other policies of Quicktemp and / or a Client as are in force from time to time and of which you are advised.

## **14. CHANGES TO TERMS OF CONTRACT**

14.1 No variation or alteration of the Contract shall be valid unless approved by both parties in writing.

14.2 Where Quicktemp gives you 1 month's written notice of an update to the terms, the Contract will be deemed to terminate on the expiry of such notice. In the event that you do not sign the new terms, you commencing a new Assignment after the expiry of the notice period will be deemed to be your acceptance of a new Contract on the basis of the revised terms.

## 15. DATA PROTECTION

- 15.1 You warrant that in relation to this Contract, you shall comply strictly with all provisions applicable to you under the Data Protection Laws and shall not do or permit to be done anything which might cause Quicktemp or the Client to breach any Data Protection Laws.
- 15.2 By accepting this Contract, you acknowledge and agree that it is in Quicktemp's legitimate interest, and it is necessary for the performance of its obligations under this Contract, to hold your personal data and for Quicktemp to use your personal data in the course of its activities as an employment business. Such processing will principally be for personnel, administrative and payroll purposes. You understand that Quicktemp may disclose any of your personal data to third parties which is required by law or if it deems that to do so is necessary for the appropriate conduct of Quicktemp's business or that of any group company.
- 15.3 Quicktemp will only process your personal data in accordance with its privacy policy, available at [www.quicktemp.co.uk/privacy-notice](http://www.quicktemp.co.uk/privacy-notice)
- 15.4 You acknowledge that it is in Quicktemp's legitimate interests to disclose your personal data and Assignment information for the purpose of a client audit or client request.

## 16. CRIMINAL RECORDS & OTHER CHECKS

- 16.1 By accepting this Contract you confirm that you have not been convicted of a criminal offence (except convictions under the Rehabilitation of Offenders Act 1974, as amended) and you confirm that you will provide Quicktemp and / or the Client with your consent to acquire a criminal records check should either Quicktemp or the Client require such a check at any time and/or throughout an Assignment. You further confirm that you will provide Quicktemp and / or the Client with such other checks as either Quicktemp and / or a Client may require from time to time.
- 16.2 Should you be convicted of a criminal offence or be arrested on suspicion of or accused or charged of any criminal offence after commencing an Assignment you must immediately supply Quicktemp with full details.

## 17. RIGHT TO WORK WITHIN THE UK

- 17.1 By accepting this Contract you warrant that you are legally permitted to work in the United Kingdom. Should Quicktemp discover that you do not have the valid permission to work and live in the United Kingdom, or if permission has been revoked, Quicktemp will be entitled to terminate any Assignment and this Contract with immediate effect without giving you any notice (or paying you in lieu of notice). In these circumstances Quicktemp will terminate without giving you any warning.
- 17.2 Quicktemp has a clear obligation under the Asylum and Immigration Act 1996 to authenticate your eligibility to work within the United Kingdom. You must provide Quicktemp with all relevant documentation as and when requested.
- 17.3 Where your profession and/or Assignment requires additional checks to be made; for example a Disclosure and Barring Service (DBS) check, you shall supply evidence of these reports/checks to either Quicktemp and/or the Client as appropriate for retention purposes.
- 17.4 For the avoidance of doubt the Client may refuse your Assignment or remove you from your workplace until satisfactory documentary evidence of the requirement of this clause 17 has been supplied and authenticated.

## 18. NOTICES

- 18.1 Save where agreed otherwise, any notice required to be given under the Contract shall be given either:
- 18.1.1 By first class post sent to the party to whom it is addressed at its last known principal place of business, in which case it shall be deemed to be served two working days after it was posted; or
- 18.1.2 By email. In the case of an email to Quicktemp, the email shall be to an official Company email address; and in the case of an email to you, the email shall be to an address you used in the process of entering into this Contract. Emails shall be deemed to have been served within an hour of sending unless the sender has received an electronic message suggesting that the email could not be delivered within 24 hours of sending, or
- 18.1.3 In person, in which case notice is deemed to be served immediately

## 19. GOVERNING LAW & JURISDICTION

- 19.1 This Contract shall be governed and construed in accordance with the law of England.
- 19.2 Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Contract and its implementation and effect.

## 20. INDUSTRY SPECIFIC REQUIREMENTS

20.1 In this clause 20 the following definitions apply:

### **Driving Legislation**

Means the Transport Act 1968, The European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport ("AETR"), the RT(WT)R and the EU Drivers' Hours Regulation;

### **EU Drivers' Hours Regulation**

Means Regulation (EC) No. 561/2006 of the European Parliament and of the Council of 15 March 2006;

### **Mobile Worker**

Means any "mobile worker" as defined under the RT(WT)R;

### **Other Work**

Means all activities which are defined as working time under the Working Time Directive except driving and includes any work within or outside the transport industry where you are not at the disposal of the Hirer;

### **Period of Availability**

Means a "period of availability" as defined under the RT(WT) R;

### **RT(WT)R**

Means the Road Transport (Working Time) Regulations 2005;

### **Vehicle**

Means a "goods vehicle" as defined under the RT(WT)R;

### **Working Time**

Means "working time" as defined under the RT(WT)R;

20.2 During every Assignment you will:

- 20.2.1 Take all reasonable steps to comply with the Driving Legislation and Working Time Regulations as are applicable;
- 20.2.2 With regard to any journeys (or any portion of journeys) that take place (or partly take place) in countries that are neither in the EU nor signatories to the AETR, take all reasonable steps to comply with the applicable domestic rules and regulations of the relevant countries relating to the number of hours worked, the keeping of records and any other relevant driving or health and safety requirements of the relevant countries;
- 20.2.3 Take all reasonable steps to not incur any tickets, fines, penalties or similar for parking, speeding or any other motoring or driving offences. You will tell Quicktemp immediately if you receive any penalty points or endorsements for motoring offences. In addition you will on request provide Quicktemp with a new access code for the purposes of doing an online check of your driving licence. You acknowledge that if you are at any time prohibited by law from driving Quicktemp will no longer be able to supply you to any Hirer until such time as you are permitted to drive again;
- 20.2.4 Take all reasonable steps to comply with the Department of Transport's Highway Code and any other rules regarding road safety applicable to the country or countries in which any journeys (or portion of journeys) take place;
- 20.2.5 Take all reasonable steps to ensure that any Vehicle used by you complies with the Health Act 2006 and in particular refrain from smoking in the Vehicle and, if you are the driver, have management responsibilities for the Vehicle or are responsible for order or safety on the Vehicle to prevent and stop any person from smoking in the Vehicle;
- 20.2.6 To take all reasonable steps to operate any tachograph correctly in order to record your activities accurately and fully and to comply with regulatory rules regarding the use of tachographs and driver cards and any instructions of the Hirer and/or Quicktemp with regard to the user of tachographs and driver cards; and
- 20.2.7 Where required by law, ensure that you have a valid certificate of professional competence for the duration of the Assignment.

20.3 For the avoidance of doubt, if you are a Mobile Worker and are subject to the RT(WT)R:

- 20.3.1 The number of hours worked by you during a week comprises the total number of hours of Working Time, Other Work for any employer or hirer and any Period of Availability. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of your working time under the RT(WT)R and accordingly you will not be paid by Quicktemp or the Hirer for such periods of time; and
- 20.3.2 The relevant reference period used by Quicktemp to calculate the average Working Time will be a 17 week reference period as specified in the RT(WT) R. In certain circumstances this reference period may be changed to a rolling 17 week reference period, in which case Quicktemp will notify the particular worker in writing accordingly. In addition, the relevant reference period used by Quicktemp may be increased to 26 weeks if the particular worker enters into a valid collective agreement or workforce agreement (as defined in the RT(WT)R) with Quicktemp.

- 20.4 You will notify us and, when on an Assignment the Client, of any other work/driving outside of any Assignment which would be relevant for determinations of driving time or driving periods for the EU Drivers' Hours Regulation or the Working Time Regulations.
- 20.5 For the avoidance of doubt if you are subject to the Working Time Regulations with regard to working time, your working time shall only consist of those periods during which you are carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of your working time for these purposes and accordingly you will not be paid by Quicktemp or the Hirer for such periods of time.
- 20.6 For the purposes of clause 20.3, the term "week" shall have the same meaning as defined under the RT(WT)R, namely a period of seven days beginning at midnight between Sunday and Monday.
- 20.7 Clauses 20.3 and 20.4 are subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which Quicktemp may make for the purpose of compliance with the Agency Workers Regulations.
- 20.8 For the avoidance of doubt, Other Work will not be treated as "rest" for the purposes of the EU Drivers' Hours Regulation or the RT(WT)R.
- 20.9 For the purpose of clause 6.7 you acknowledge that Quicktemp will be entitled to deduct from your remuneration any amounts payable by Quicktemp or the client in respect of any fines or penalties you incur during an Assignment or in respect of any damage caused through your negligence or acts of omission, where this is below any insurance excess.
- 20.10 Further to clause 3.1, the type of work will be that of a driver.

SIGNED FOR AND ON BEHALF OF:	
SIGNED:	
NAME:	
DATE:	