Terms of Engagement for PAYE Agency Workers (contract for services)

Equation Limited (company no. 16877403), trading as Equation Recruitment · 45 Wedgwood Road, Bicester, Oxfordshire OX26 4UL · Fair Work Agency licence EQUA0007

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following definitions apply:

"Actual Rate of Pay" means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment for each hour worked, as set out in the relevant Assignment Details Form;

"Actual QP Rate of Pay" means the rate of pay which will be paid to the Agency Worker if and when he/she completes the Qualifying Period, as set out in any variation to the relevant Assignment Details Form;

"Agency Worker" means the individual who has registered with the Employment Business and who accepts an Assignment and/or performs services for a Hirer under these Terms supplied by the Employment Business to provide services to the Hirer;

"Assignment" means a specific offer of work made by the Employment Business and accepted by the Agency Worker, which may consist of a single shift or, where expressly agreed in writing, a series of individual shifts.

Unless expressly agreed otherwise in writing, each shift shall constitute a separate Assignment and a separate contract for services.

For the avoidance of doubt, the completion of one Assignment shall not create any entitlement to, or expectation of, further Assignments, nor shall it give rise to any ongoing contractual relationship between the parties;

"Assignment Details Form" (also called the Assignment Confirmation) means the written confirmation of the assignment details given to the Agency Worker before the shift starts, as described in clauses 3.3 to 3.6;

"AWR" means the Agency Workers Regulations 2010;

"Calendar Week" means any period of 7 days starting with the same day as the first day of the First Assignment;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

"Confidential Information" means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

"Control" means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

"Data Protection Laws" means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any other laws in force from time to time relating to the protection of personal data;

"Deductions" means any deductions which the Employment Business may be required by law to make and, in particular, in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance;

"Emoluments" means any pay in addition to the Actual QP Rate of Pay;

"Employment Business" Equation Limited (registered company no. 16877403 trading as Equation Recruitment of 45 Wedgwood Road, Bicester, Oxfordshire, OX26 4UL;

"Engagement" means the engagement (including the Agency Worker's acceptance of the Hirer's offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the

Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"First Assignment" means:

a) the relevant Assignment; or B, if, prior to the relevant Assignment:

i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; 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 the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

"Hirer" means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;

"Hirer's Group" means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

"Hourly Rate" means the current rate of minimum wage in the UK being the minimum gross rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;

"Irregular Hours Worker" means a worker whose paid hours of work in relation to a leave year in each pay period during the term of their contract in that year is, under the terms of their contract, wholly or mostly variable as defined under Regulation 15F (1)a WTR 1998

"Leave Year" means the period during which the Agency Worker accrues and may take statutory leave commencing April 06 and runs until the anniversary of that date in alignment with the UK tax years;

"Part Year Worker" means a worker who in relation to a leave year, under the terms of their contract, is required to work only part of that year and there are periods within that year (during the term of the contract) of at least a week which they are not required to work and for which they are not paid as defined under Regulation 15F (1) b WTR 1998

"Period of Extended Hire" means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

"Qualifying Period" means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;

"Relevant Period" means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

"Rolled Up Holiday Pay" Pay due to a worker in respect of leave to which the worker is entitled which must be paid at the same time as a worker's remuneration for work in accordance with Regulations 16A,16(1) and 15B of WTR 1998.

"Temporary Work Agency" means as defined in the Schedule to these Terms;

"Terms" means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;

"Transfer Fee" means the fee payable by the Hirer to the Employment Business in accordance with clause 3.8, as permitted by Regulation 10 of the Conduct Regulations;

"Type of Work" means light Industrial, Commercial office or a labour based role – further defined specifically to in the assignment confirmation email; and

"WTR" means the Working Time Regulations 1998

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

1.5 In these Terms, “we”, “us” and “our” mean the Employment Business, and “you” and “your” mean the Agency Worker.

2. NATURE OF ENGAGEMENT AND CONTRACT FORMATION

2.1 These Terms set out the framework which will apply to Assignments offered to and accepted by the Agency Worker.

2.1.1 No contract shall exist between the Employment Business and the Agency Worker except during the period of a confirmed Assignment agreed in writing.

2.1.2 A separate contract for services is formed each time an Assignment is offered by the Employment Business and accepted by the Agency Worker in respect of that specific Assignment.

2.1.3 For the avoidance of doubt, there is no overarching contract of employment or worker contract between the Employment Business and the Agency Worker between Assignments.

2.1.4 The Agency Worker acknowledges that there is no expectation of ongoing work and no obligation on either party to offer or accept further Assignments.

2.2 During an Assignment the Employment Business will engage the Agency Worker on a contract for services on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

2.4 The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.

3.2 The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available, and whilst on an assignment the Agency Worker’s hours of work under this contract will at all times be wholly or mostly variable in accordance with the definition of an Irregular Hours worker under the WTR and agrees that:

3.2.1 the suitability of the work to be offered shall be determined solely by the Employment Business; and

3.2.2 the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker.

3.3 Subject to clause 3.6, at the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:

For the purposes of the Conduct Regulations:

3.3.1 the identity of the Hirer, and if applicable the nature of their business;

3.3.2 the date the Assignment is to commence and the duration or likely duration of Assignment;

3.3.3 the Type of Work, location and details of hours during which the Agency Worker would be required to work;

3.3.4 the Actual Rate of Pay that will be paid, intervals and any expenses payable by or to the Agency Worker;

3.3.5 any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks;

3.3.6 what experience, training, qualifications and any authorisation required by law or a professional body the Hirer

considers necessary or which are required by law to work in the Assignment; and

For the purposes of Section 1 of the Employment Rights Act:

3.3.7 any other paid leave such as maternity, paternity or adoption leave;

3.3.8 the details of pension entitlements and pensions schemes; and

any other benefits

3.4 Shift-by-shift Assignments:

3.4.1 Each Assignment shall be offered and accepted on a shift by shift basis unless expressly agreed otherwise in writing.

3.4.2 Each shift shall constitute a separate Assignment and a separate contract for services.

3.4.3 Any schedule of shifts or indication of duration provided to the Agency Worker is for guidance only and does not create a continuous Assignment or guarantee of ongoing work.

3.4.4 Each Assignment shall commence at the start of the relevant shift and shall terminate automatically at the end of that shift without the need for notice.

3.4.5 Where the Agency Worker does not attend a shift, that Assignment shall be deemed not to have been performed and no payment shall be due unless statutory entitlement applies.

3.4.6 Where the Agency Worker commences but does not complete a shift, the Assignment shall terminate at the point the Agency Worker ceases work. This does not apply where you stop work because you are ill or injured, or because you reasonably believe you are in serious and imminent danger: in those cases the Assignment is not ended early, and if you left because of danger you are paid for the rest of the shift and lose no bookings.

3.5 We give you the assignment details in clause 3.3 in writing before your shift starts. If we first give you any of them by phone or in person, we confirm them in writing before the shift starts.

3.6 Where you are offered a shift in the same position as one in which you have been supplied within the previous 5 business days, and the assignment details have already been given to you in writing and have not changed, the details stay as last confirmed. If anything in them changes, we confirm the new details to you in writing before the shift starts.

3.7 For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the First Assignment.

3.8 If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition, the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.

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

3.10 No obligation to offer or accept work:

3.10.1 The Employment Business is under no obligation to offer Assignments to the Agency Worker at any time.

3.10.2 The Agency Worker is under no obligation to accept any Assignment offered by the Employment Business.

3.10.3 No provision of these Terms, nor any conduct of the parties, including the repeated offer or acceptance of Assignments, shall give rise to any obligation on the Employment Business to provide work, or on the Agency Worker to accept work, whether on a regular basis or otherwise.

3.10.4 The Agency Worker acknowledges that they are free to accept or decline any Assignment and are free to provide services to any other person, firm, or employment business at any time.

3.10.5 The offer or acceptance of any Assignment, whether on a single occasion or on multiple occasions, shall not create any mutual obligation between the parties beyond the duration of the specific Assignment.

3.10.6 Where an Assignment ends for any reason, the Employment Business shall have no obligation to offer any further Assignments and no further contract shall be deemed to exist unless and until a new Assignment is separately offered and accepted.

3.11 Young workers. You must be over compulsory school age to work through us. If you are under 18:

(a) we will not supply you to any role that needs a Fair Work Agency licence (for example food processing and packaging); and

(b) in any other role, you will not work between 22:00 and 06:00; you will work no more than 8 hours a day and 40 hours a week; you get a 30-minute break if you work more than 4.5 hours; you get 12 hours' rest between working days and 48 hours' rest each week; the Hirer carries out a young-person risk assessment before you start; and we will never ask you to opt out of the 48-hour limit.

3.12 Having the right to work in the UK is a condition of every Assignment. We check your right to work before your first shift, and we carry out follow-up checks before any time limit on your permission to work runs out. If your permission to work ends or changes, or limits the hours you may work, you must tell us straight away, and we will not book you for work you are not allowed to do. We keep a copy of your right-to-work evidence because the law requires it, but we never keep your passport, identity documents or bank card: we look at original documents only to check them and hand them straight back.

4. AGENCY WORKER’S OBLIGATIONS

4.1 The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, then during every Assignment and afterwards where appropriate, he/she will:

4.1.1 co-operate with the Hirer’s reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer’s organisation;

4.1.2 observe any relevant rules and regulations of the Hirer’s establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;

4.1.3 take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;

4.1.4 not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;

4.1.5 not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business's or the Hirer's staff;

4.1.6 not at any time tell or give to any person, nor use for his or her own or any other person’s benefit, any Confidential Information relating to the Hirer’s or the Employment Business’s employees, business affairs, transactions or finances. Nothing in these Terms stops you discussing your pay or terms with anyone, making a protected disclosure (whistleblowing), or reporting anything to the Fair Work Agency, the Health and Safety Executive, HMRC, the police or any other regulator;

4.1.7 on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing. If you cannot return PPE, tell us; we never charge or deduct for it.

4.2 if the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business’s request, the Agency Worker undertakes to:

4.2.1 inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;

4.2.2 provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken, and any other details requested by the Employment Business; and

4.2.3 inform the Employment Business if he/she has prior to the commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because he/she has:

4.2.3.1 completed two or more assignments with the Hirer;

4.2.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

4.2.3.3 worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

4.3 If the Agency Worker is unable for any reason to attend work during the course of an Assignment he/she should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.

4.4 If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why he/she may not be suitable for an Assignment, he/she shall notify the Employment Business without delay.

4.5 The Agency Worker warrants that in relation to these Terms, he/she shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

5. TIMESHEETS

5.1 Your hours are recorded each week on our timesheet, which an authorised manager at the Hirer signs, normally online, by 9am on the Tuesday after the week ends. Please check your hours and tell your consultant straight away if anything is wrong.

5.2 We pay you for all the hours you work, whether or not the Hirer has paid us for them.

5.3 If a timesheet is late, unsigned, disputed or missing, we check your hours another way before the payroll deadline: for example by asking the Hirer's manager, or using the Hirer's clocking or rota records or your own record of your hours. Hours confirmed this way are paid on your normal payday. Only hours we genuinely cannot confirm by the deadline are paid in the next weekly pay run, once confirmed, and we tell you which hours and why. We never withhold, or threaten to withhold, pay for work you have done because a timesheet has not been signed or produced, or because the Hirer has not paid us.

5.4 For the avoidance of doubt and for the purposes of the WTR, the Agency Worker’s working time shall only consist of those periods during which he/she is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer’s premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker’s working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

6. PAY AND DEDUCTIONS

6.1 For each Assignment the Employment Business shall pay to the Agency Worker the Actual Rate of Pay, which will be notified on a per Assignment basis, set out in the relevant Assignment Details Form and never be less than the Hourly Rate.

6.2 If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

6.3 Your pay is paid weekly in arrears: hours worked Monday to Sunday are paid on the following Thursday (the working day before, if that Thursday is a bank holiday). We never hold a week in hand. The only deductions are those in clause 6.5.

6.4 Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

6.5 We deduct from your pay only:

(a) income tax and National Insurance under PAYE, and your workplace pension contribution if you are enrolled;

(b) a student or postgraduate loan repayment, court order or attachment of earnings that the law requires us to make;

(c) wages we have already paid you for the same hours, for example a manual payment made on payday because your hours missed the main pay run, so that you are not paid twice. Your payslip shows it as "late-sheet manual

payment";

(d) wages we overpaid you by mistake, but only after we have told you in writing, shown you the calculation and agreed with you how it is repaid;

(e) repayment of an advance of wages, but only under an Advance/Deduction Agreement you signed before the money was paid (EQL-ADV-01). We do not normally make advances. We never recover more than we advanced, and we never charge interest or a fee.

6.6 We never deduct, or ask you to pay, for PPE (including PPE that is lost, damaged or not returned), training, checks, uniform, lockers, transport, payslips or administration, or for any loss we say you caused, and we never take a deposit. Repayments under 6.5(d) and (e) are spread so that your pay for any week, after the repayment, is not less than the National Minimum Wage for the hours you worked that week.

6.7 If you are eligible, we enrol you in our workplace pension scheme, NEST. We postpone automatic enrolment for your first 3 months (89 days) from your first day of work, and we tell you about the postponement in writing. During the postponement you can ask to join the scheme (opt in) at any time, and we will enrol you and pay employer contributions where the law requires. Opting out is your choice alone; we will never ask or encourage you to.

7. ANNUAL LEAVE

7.1 Subject to clause 7.3, the Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks.

7.2 The Agency Worker’s entitlement to payment for annual leave under clause 7.1 accrues to the amount of time worked by them on Assignment during the pay period at the rate of 12.07%

7.3 Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

7.4 Please take your holiday in the Leave Year in which it builds up. Any holiday you have not taken by the end of the Leave Year (5 April) carries forward until you take it, or is paid in your final pay when these Terms end or we issue your P45.

7.5 If the Agency Worker wishes to take paid annual leave he/she should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of annual leave that he/she wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

7.6 Holiday is paid at your average hourly pay over the last 52 weeks in which you were paid (looking back no more than 104 weeks), including regular overtime and shift, night, weekend and bank-holiday premiums. It is never less than your basic hourly rate. If you have been paid for fewer than 52 weeks, we use the weeks you have.

7.7 Your holiday builds up from your first shift (clause 7.2) and is paid when you take it. We do not pay Rolled Up Holiday Pay. When these Terms end, or whenever we issue your P45, any holiday you have built up and not taken is paid in your final pay, in the next normal weekly pay run.

7.8 Except where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls on a day the Agency Worker does not work, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), the Agency Worker may, upon giving the notice in clause 7.5, take a bank holiday or other public holiday as part of his/her paid annual leave entitlement.

8. SICKNESS ABSENCE

8.1 The Agency Worker may be eligible for statutory sick pay (SSP) provided that he/she meets the relevant statutory criteria.

8.2 The Agency Worker must give the Employment Business evidence of incapacity to work, which may be by way of a self-certificate for the first 7 days of incapacity and a fit note (statement of fitness for work) from a doctor or other

healthcare professional thereafter.

8.3 For the purposes of SSP, your qualifying days are the days you are booked to work. A shift you have accepted counts as part of your engagement for SSP purposes, even if you are too ill to start it.

8.4 If you give us a fit note (a statement of fitness for work) or other medical advice saying you may be fit for work with some changes, we will discuss with you, and with the Hirer if you agree, what adjustments could help you work safely, in your current Assignment or a new one. We only tell the Hirer what it needs to know. We will always consider any reasonable adjustment we must make because of a disability.

8.5 Any change to these Terms or to your Assignment Details Form because of this needs your written agreement. Saying no will never cost you work.

8.6 Being ill or injured never counts against you. If you are ill or injured, including if you have to stop part-way through a shift, we will not cancel your other booked shifts or offer you less work because of it. Nothing in clause 3 changes this.

9. TERMINATION

9.1 Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.

9.2 The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. If the contract between the Employment Business and the Hirer is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Agency Worker (except for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

9.3 If the Agency Worker does not tell the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.

9.4 If the Agency Worker is absent during an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above, the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.

9.5 Each Assignment covers only the shifts or period we have confirmed to you, and ends when the last confirmed shift ends. There is no ongoing engagement between Assignments, and nothing in these Terms promises you further work. These Terms apply to any later Assignment you accept, until either of us ends them by telling the other in writing. When these Terms end, or whenever we issue your P45, all pay due to you and any holiday you have built up and not taken are paid in the next normal weekly pay run.

10. INTELLECTUAL PROPERTY RIGHTS

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

11. CONFIDENTIALITY

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

11.1.1 not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;

11.1.2 to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and

11.1.3 not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment

in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

11.2 Nothing in this clause 11, or anywhere else in these Terms, stops you discussing your pay or terms with anyone, making a protected disclosure (whistleblowing), or reporting anything to the Fair Work Agency, the Health and Safety Executive, HMRC, the police or any other regulator.

12. DATA PROTECTION

12.1 We use your personal information to find you work, to arrange and confirm your Assignments, to pay you and to meet our legal duties, in line with the UK GDPR and the Data Protection Act 2018. Our privacy notice (EQL-PN-01) explains what we hold, why, who we share it with, how long we keep it and your rights. You receive it with these Terms, and you can ask your consultant for a copy at any time.

12.2 We rely on our contract with you, our legal obligations and our legitimate interests to use your information. We do not rely on your consent for anything we need to do to find you work, book you or pay you. Where we ask for your consent to something optional, such as job alerts or giving a reference about you to a future employer, you can say no or change your mind at any time, and it never affects your work.

13. SEVERABILITY

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

14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, including by email. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email, when that email is sent.

15. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

16. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

17. NO FEES

17.1 We never charge you a fee for finding you work, or for anything connected with finding you work or keeping you in work, and nobody acting for us may. That includes registration, checks, training, PPE, uniform, payslips, transport and accommodation. You never have to buy anything from us, or from anyone connected with us, to get or keep work, and you never have to agree to share your personal information beyond what is needed to find you work.

17.2 If you have paid anyone a fee, in money or in any other way, to get work through us, tell us. We will refund it to you in full, and you will not be treated any worse for telling us.

18. CONCERNS, GRIEVANCES AND DISCIPLINE

18.1 If you have a problem at work, or about how you have been treated by us, by the Hirer or by anyone else, please tell us. You can do this in whatever way suits you: by phone, text, email, letter or in person, and in your own language. We will arrange an interpreter at our cost if you need one.

18.2 Stage 1. Talk to your recruitment consultant (currently Bradley Newman), who will reply within 2 working days and try to sort it out. If the problem is about your consultant, or they are away, go straight to Jason Norman.

18.3 Stage 2. If that does not sort it out, or the matter is serious (for example harassment, discrimination, safety, threats or exploitation), you can ask for a formal meeting with Jason Norman, Managing Director. A text or email is enough. We

will meet you, on Teams, by phone or in person, within 5 working days of your request, and give you our decision and reasons in writing within 5 working days of the meeting.

18.4 Stage 3. If you are not happy with the decision, you can appeal in writing (a text or email is fine) within 5 working days. Your appeal is heard by an independent person with no involvement, appointed for the case (for example our external accountant), until we appoint an HR adviser. Their decision is final within Equation. If your grievance is about Jason Norman, an independent person hears it at Stage 2, and a different independent person hears any appeal. Acas (0300 123 1100) gives free advice but does not decide.

18.5 You may bring a fellow worker or a trade union representative to any formal grievance meeting, disciplinary meeting or appeal.

18.6 You can also raise a concern in confidence using "Report a concern" on your shift link. It comes only to us, never to the Hirer.

18.7 Before we give you a warning, stop offering you work at a Hirer, or end our engagement with you because of your conduct or performance, we will tell you in writing what is alleged, hear your side at a meeting with Jason Norman, give you our decision and reasons in writing, and let you appeal to an independent person (clause 18.4).

18.8 You have the right to join a trade union. You will not be treated any worse (for example by being offered fewer shifts, removed from a Hirer or paid late) for raising a concern or grievance, for contacting the Fair Work Agency, Acas or any regulator, or for joining, or not joining, a trade union.

18.9 Our full Agency Worker Grievance and Disciplinary Procedure, which includes the disciplinary rules, is given to you with these Terms and is available from your consultant at any time. It is not part of your contract, but we always follow it.

SCHEDULE: “QUALIFYING PERIOD” AND “TEMPORARY WORK AGENCY”

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

a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;

b) the break is:

(i) for any reason and not more than six Calendar Weeks;

(ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;

(iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;

(iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:

i. ordinary, compulsory or additional maternity leave;

ii. ordinary or additional adoption leave;

iii. ordinary or additional paternity leave;

iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or

v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;

(v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;

(vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;

(vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or

(viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and

c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period

with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii., or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or

b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

Name: _____ Signed by the Agency Worker: _____

Date: _____