

**CONTRACT FOR SERVICES – AGENCY WORKER**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this agreement, the following definitions apply:

**Assignment** means any temporary position which You carry out for a Client;

**Assignment Schedule** means the document issued by Us confirming the details of the Assignment, together with any Special Conditions;

**Client** means the business or organisation to which You are introduced or supplied by Us including, where relevant, any customer of the Client to which You are supplied or for which You ultimately carry out the Assignment;

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

**Confidential Information** means all commercial, financial, marketing, technical and other information, trade secrets, knowhow and data relating to or belonging to the Client, in any form whatsoever, which is provided to You or which You become aware of during the Assignment;

**Intellectual Property** means any copyright, trade marks, patents, database rights, design rights and other intellectual property rights arising anywhere in the world together with any registration rights;

**Permitted Deductions** means a deduction for (i) any previous overpayment which We have made to You (ii) the replacement or repair cost of any property belonging to the Client or Us which is lost, stolen or damaged whilst in your possession or allocated to You or which is not returned by You in accordance with this agreement and (iii) any other deduction which You have agreed can be made from your remuneration;

**Qualifying Period** means the 12-week qualifying period in Regulation 7 of the Agency Workers Regulations 2010;

**Site** means the location at which You carry out an Assignment;

**Special Conditions** means any specific conditions which are set out in the Assignment Schedule;

**Statutory Deductions** means any deductions which We may be required to make by law including any deductions for PAYE, National Insurance Contributions and your pension contributions;

**Type Of Work** means your job title; and

**We/Us** means Borne Resourcing Limited (Registered in England & Wales No. 05579581) whose registered office is at 32-34 Arlington Road, London, NW1 7HU.

1.2. Unless the context suggests otherwise, a reference to the singular includes the plural and a reference to the masculine include the other genders and vice versa.

1.3. A reference to any legislation includes any amendment or replacement to that legislation.

1.4. Unless otherwise indicated, a reference to a clause is to a clause within the same section or schedule of this agreement.

1.5. The headings in this agreement are for convenience and do not affect the interpretation of any clause.

**2. THE AGREEMENT**

2.1. This agreement is a contract for services between You and Us and:

2.1.1. Schedule 1 applies to any period when We provide work-finding services to You; and

2.1.2. Subject to clause 2.2, Schedule 2 applies to any period when You carry out an Assignment as a PAYE agency worker.

2.2. If you decide to carry out an Assignment through a third-party intermediary, Schedule 2 shall not apply to that Assignment as You will then be employed or engaged by such intermediary.

2.3. This agreement, including the Schedules and any Assignment Schedule, forms the entire agreement between You and Us. Any terms which You propose in addition to or instead of this agreement are excluded.

2.4. You are deemed to have accepted this agreement by instructing Us to provide work-finding services to You, starting an Assignment or submitting a timesheet, whichever occurs first after receipt of this agreement.

2.5. If We wish to change this agreement, We will first agree the change with You and then confirm this in writing within five working days, stating the date from which the change is effective.

2.6. For the purposes of the Conduct Regulations, We are acting as an Employment Business in relation to this agreement.

**3. GENERAL**

3.1. If any part of this agreement is held by a court to be unenforceable, that part shall be deemed to have been struck out from this agreement, as far as permitted by law.

3.2. Neither We nor You intend for this agreement to be enforced by any third party under the Contracts (Rights of Third Parties) Act 1999 except the Client, who is entitled to enforce clauses 7 and 8 of Schedule 2 directly against You.

3.3. The laws of England and Wales apply to this agreement. Any dispute relating to this agreement shall be referred to the Courts of England and Wales.

**SCHEDULE 1 - WORK-FINDING SERVICES**

**1. PROVISION OF SERVICES**

- 1.1. We will try to find Assignments for You to carry out which match the Type Of Work but We are not under any obligation to offer work to You and, if We do offer any work to You, You are not under any obligation to accept it.
- 1.2. You acknowledge that We may not have any suitable work for You to carry out and therefore:
  - 1.2.1. We will not be liable to You for not arranging an Assignment; and
  - 1.2.2. You may register with and carry out assignments for any third party.
- 1.3. We are under no obligation to submit your details to any particular Client. We will not however exercise this discretion in a manner which unlawfully discriminates against You.
- 1.4. You confirm that:
  - 1.4.1. You are legally entitled to work in the United Kingdom and will provide proof of this upon demand;
  - 1.4.2. the information provided by You in any registration form or CV is accurate and not misleading;
  - 1.4.3. You have disclosed to Us any unspent criminal convictions and, if the Assignment falls within the scope of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, any spent convictions, subject to the filtering rules;
  - 1.4.4. You are not aware of any reason why it would be detrimental to the interests of the Client or You for You to perform an Assignment;
  - 1.4.5. You are not subject to any investigation or disciplinary finding by a professional body which You have failed to disclose or which prevents You from carrying out the Assignment lawfully; and
  - 1.4.6. You have disclosed all information to Us which is relevant to your ability or suitability to carry out an Assignment.
- 1.5. You must notify Us without delay if any of the matters confirmed in clause 1.4 become inaccurate or out of date.
- 1.6. If We agree that You will carry out an Assignment:
  - 1.6.1. We will issue an Assignment Schedule to You at the start of the Assignment or otherwise within three working days;
  - 1.6.2. You must comply with any Special Conditions in the Assignment Schedule or, if You cannot do so for any reason, You must notify Us without delay upon receiving the Assignment Schedule;
  - 1.6.3. You will be an agency worker within the meaning of the Agency Workers Regulations 2010 (AWR); and
  - 1.6.4. You will be entitled to the legal rights available to workers but will not be employed by Us at any time and therefore will not have any right to claim unfair dismissal, redundancy, guarantee payments or any other legal right which is only available to employees.

**SCHEDULE 2 – CARRYING OUT AN ASSIGNMENT**

**1. YOUR OBLIGATIONS & WARRANTIES**

- 1.1. Before commencing an Assignment, You must notify Us if You have worked for the same Client within the last six months.
- 1.2. If You carry out an Assignment, You must:
  - 1.2.1. not commence working unless the Client has carried out an appropriate site induction;
  - 1.2.2. work in a professional manner and to the best of your ability;
  - 1.2.3. co-operate with the Client's instructions and work under the Client's direction, supervision and control at all times;
  - 1.2.4. comply with any relevant policies and procedures at the Site;
  - 1.2.5. take all reasonable steps to safeguard your own health and safety and that of anyone else who might be affected by your acts or omissions;
  - 1.2.6. comply with all laws and not do anything which might place the Client or Us in breach of any laws;
  - 1.2.7. not do anything which is detrimental to the interests of the Client or Us;
  - 1.2.8. not discriminate against, harass or victimise any other person;
  - 1.2.9. notify Us without delay if You believe that You have not received equal treatment under the AWR;
  - 1.2.10. not use, disclose or share any Confidential Information except as necessary for performing the Assignment; and
  - 1.2.11. return to the Client or to Us (as applicable), at the end of the Assignment or at any other time if requested, anything which has been provided to You in connection with the Assignment including equipment, materials, documents, ID cards and keys, uniforms and PPE. You are not permitted to retain anything belonging to the Client or to Us for any reason.
- 1.3. If You are unable to work on any day, You must notify the Client and Us at least one hour before your working day is due to start.
- 1.4. If You are pregnant, You should notify Us without delay so that We can arrange for the Client to carry out an appropriate risk assessment.

1.5. If the Client decides to employ or engage You, directly or through any third party, You acknowledge that our agreement with the Client may (i) allow Us to charge the Client a transfer fee or (ii) require the Client to extend the Assignment for a fixed period of time (typically 26 weeks) before the Client can employ or engage You, directly or through any third party. We will only do this where We are permitted to do so under the Conduct Regulations.

## 2. TIMESHEETS & WORKING TIME

2.1. At the end of each week of the Assignment, You must submit a timesheet to Us which accurately shows the time worked by You during the relevant week and which has been approved by an authorised representative of the Client. For the avoidance of doubt:

2.1.1. You must not approve your own timesheet under any circumstances. If You cannot arrange for the timesheet to be approved by an authorised representative of the Client, You must let Us know as soon as possible; and

2.1.2. You must not amend a timesheet which has already been approved by the Client, even if You believe that the amendment is justified. In this situation, You must let Us know as soon as possible.

2.2. Provided that We receive your approved timesheet no later than 10am on the Monday after the week to which the timesheet relates, We will pay You for the hours on that timesheet on the next Friday. If We receive your timesheet after this time, We will pay You on the Friday of the week following the week in which we receive the timesheet.

2.3. If You (i) do not submit a properly completed and approved timesheet or (ii) submit a timesheet which we believe is inaccurate, We will contact the Client to find out the time which You did work and, if relevant, the reason why the Client has not approved the timesheet. This may delay our payment to You but We will (i) pay any undisputed amount and (ii) take all reasonable steps to ensure that the issue is resolved within a reasonable period.

2.4. Unless otherwise agreed by Us, any time which You spend travelling to and from the Site for the Assignment is not considered to be working time.

## 3. REMUNERATION

3.1. We will pay You for the Assignment at the rate set out in the Assignment Schedule. The rate payable to You will be not less than the National Minimum Wage or, if applicable, the National Living Wage.

3.2. You acknowledge that our payments to You will be subject to Statutory Deductions and Permitted Deductions.

3.3. After the Qualifying Period, You may be entitled to an increase in your pay rate, a bonus or other equal treatment under the AWR. If applicable, We will notify You of any additional entitlement under the AWR by sending You a revised Assignment Schedule.

3.4. We undertake to pay You for all hours which You have worked, whether or not We are expecting to be paid by the Client for those hours.

3.5. If We make an overpayment to You, We may subsequently recover this by making a Permitted Deduction.

3.6. For the avoidance of doubt, your pay rate is agreed between You and Us. The Client is not authorised to make any change to your pay rate or promise you any particular sum for the Assignment. If the Client informs You or suggests that You are entitled to any additional payment for the Assignment, that payment is subject to our agreement and may also be subject to any statutory costs which We incur, such as Employers National Insurance Contributions.

3.7. We will auto-enrol You in our pension scheme with NEST after the postponement period of three months. If You choose to remain within the pension scheme, We will make statutory contributions in accordance with our minimum legal obligations. We will also make the relevant Statutory Deductions in respect of your contributions. You are entitled to increase your contributions to the pension scheme at any time, but We shall not match any additional contributions which You decide to make.

3.8. Subject to any legal entitlement, You are not entitled to be paid for any period when You are not carrying out the Assignment.

## 4. ANNUAL LEAVE

4.1. You are entitled to paid holiday in accordance with the statutory minimum, which is 28 days each Holiday Year, inclusive of the public holidays in England & Wales, based upon You working at least five days per week. For the purposes of calculating your holiday entitlement, the Holiday Year begins on the day on which You start your Assignment.

4.2. You are responsible for making sure that all holiday is requested and taken within the Holiday Year.

4.3. We will accrue holiday pay at a rate of 12.07% of any payment which We make to You, excluding any expenses payments. You are not permitted to receive any holiday pay which has not accrued at the relevant time. If You wish to take holiday which exceeds your accrued entitlement, this will be unpaid.

4.4. If you wish to take holiday during your Assignment, You must give advance notice of at least twice the duration of the holiday which You are requesting. *e.g. if You wish to take one week's holiday, You must give Us at least two weeks' notice.* In certain circumstances, We might ask You to take paid holiday on specific days, notify You of days when You may not take holiday, decline a request which You have made for holiday or propose alternative days on which You may take holiday.

4.5. If you are entitled to any additional holiday days under the AWR, We will notify You of this. We may pay the additional holiday pay entitlement on a rolled-up basis with your remuneration. However, even if We pay the additional holiday pay in this manner, You are still entitled to take the additional holiday days, if any, under the AWR.

4.6. Within a reasonable period after termination of the Assignment, We will pay any accrued holiday pay which You have not claimed during the current Holiday Year.

**5. SICKNESS ABSENCE**

- 5.1. You must notify Us of any sickness absence by telephone in accordance with clause 1.3 of this schedule.
- 5.2. If You meet the relevant statutory criteria, You may be entitled to receive Statutory Sick Pay (SSP). The qualifying days for SSP are the days on which You would ordinarily perform the Assignment. You are not entitled to any contractual sick pay.
- 5.3. For the first seven days of any sickness absence, We will ask You to self-certify your sickness. After that, You must produce a doctor's Fit Note covering the full period of sickness.
- 5.4. If You produce a Fit Note which states that You are able to work subject to certain conditions, We will contact the Client to establish whether those conditions can be satisfied. Where applicable, You might need to agree to a variation to the details in the Assignment Schedule, including your pay rate, to accommodate the Fit Note conditions. *e.g. You might need to agree to work for fewer hours or to perform a different role which involves lighter duties, if available.*

**6. TERMINATION OF THE ASSIGNMENT**

- 6.1. Subject to clause 6.2 below, the Assignment can be terminated by the Client, You or Us at any time by giving the notice set out in the Assignment Schedule or, if no period of notice is specified, at any time without notice.
- 6.2. Even where a period of notice is set out in the Assignment Schedule, We can terminate the Assignment at any time with immediate effect and without any liability to pay You for the notice period if:
  - 6.2.1. the Client decides to cancel the Assignment before it starts;
  - 6.2.2. You commit a breach of this agreement which We reasonably consider to be serious enough to justify termination without notice;
  - 6.2.3. the Client informs Us of a serious issue with your performance or conduct;
  - 6.2.4. You refuse or fail to perform the Assignment for any reason; or
  - 6.2.5. We consider it to be detrimental to your interests or the interests of the Client for the Assignment to continue.
- 6.3. Clauses 1.2.10, 1.2.11, 6.6, 7 and 8 of this Schedule remain valid and enforceable after termination of the Assignment.
- 6.4. After termination of the Assignment, We are not under any obligation to offer You any further work. If We do offer You any further work, You are not under any obligation to accept our offer.
- 6.5. If You do not start another Assignment within 4 weeks of your Assignment terminating, We will send your P45 to the address which We hold on file for You.
- 6.6. If You owe any money to Us (**Debt**), We may make a Permitted Deduction in respect of the Debt. However, if We do not recover the Debt by making a Permitted Deduction, We may demand repayment of the Debt within 14 days. If You do not repay the Debt to Us within this period and have not made an acceptable proposal for repayment, We may take formal steps to recover the Debt from You.

**7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. You agree that any Intellectual Property created, invented or discovered by You during the Assignment or otherwise resulting from the Assignment belongs to the Client and You therefore (i) assign all rights in the Intellectual Property to the Client and (ii) waive your moral rights in the Intellectual Property.
- 7.2. You must notify the Client of all Intellectual Property creations, inventions and discoveries which are made by You in the course of the Assignment.
- 7.3. You must not use any of the Intellectual Property referred to in clause 7.1 for your own purposes or for the benefit of any third party.
- 7.4. You must sign any documents and take any steps which the Client requires, without charge, to give effect to the Client's rights under clause 7.1.

**8. CONFIDENTIALITY**

- 8.1. You acknowledge the need to protect the Client's confidentiality and therefore You must:
  - 8.1.1. not make any copy, image, summary or extract of anything belonging to the Client which contains Confidential Information, except when required to do so in the course of the Assignment;
  - 8.1.2. not at any time, whether during or after the Assignment disclose to any person or make use of any Confidential Information, unless it is necessary for the performance of the Assignment;
  - 8.1.3. hand over to the Client at the end of the Assignment or at any other time on demand, all documents and materials, in any format whatsoever, which contain any Confidential Information; and
  - 8.1.4. not retain any Confidential Information, in any format, after termination of the Assignment.
- 8.2. You must not make any statement about the Client or its business to the press or to any third party unless the Client has authorised You to do so.
- 8.3. Nothing in this clause 8 is intended to prevent You from taking legal advice, complying with any law or court order or exercising your right to make a public interest disclosure.

**AGREED BY YOU:**

Signed:	
Print Name:	
Date:	