Temporary Candidate Agreement (TCA)

We are CBSbutler Holdings Limited (company registration number 14941580) which has its registered office at Grosvenor House, 65-71 London Road, Redhill, RH1 1LQ, United Kingdom, (referred to as 'us', 'we', 'our' and 'ours').

You are [Candidate Name] of [Candidate Address] (throughout 'you' 'your' and 'yours').

Introduction

We provide services to find work for candidates and, where work is found, provide temporary agency worker services, where candidates are supplied or to be supplied to clients by us (referred to as the 'Services').
You are seeking temporary work though us.

Please read the provisions below carefully before accepting this agreement.

TCA – Part 1

This Temporary Candidate Agreement ('TCA') comprises the framework terms and conditions upon which we are willing to provide our Services, which we confirm are at no charge to you, and upon which you shall perform Assignments ('these Terms'), and consists of TCA - Part 1, which sets out our primary terms, and TCA - Part 2 which contains our standard main terms.

Definitions

Definitions are denoted by upper case first letter and are contained in various parts and/or the definitions section of these Terms.

TCA Terms

1. We may from time-to-time search for opportunities for work and, where found, we shall send you a Proposal which will set out details in each case. All payments to you will be subject to deduction of applicable PAYE tax and National Insurance contributions.
2. Please confirm acceptance of a Proposal as soon as possible, acceptance comprising your agreement to undertake the work subject to and in accordance with these Terms (such acceptance creating an Assignment). Unless otherwise agreed by us in writing or specified in an Assignment, you must perform your Work Services directly from a location in the UK.
3. The Work Types we may offer in a Proposal shall be IT, Finance, Business Support, Engineering, Telecoms, Healthcare, Medical, Aviation, Building Management Services and Social Care Sectors and typical rates of pay shall be an hourly rate of pay equivalent to the minimum required under National Minimum Wage regulations.
4. Whilst an Assignment is ongoing you should report any illness or incapacity to us no later than 2 hours prior to any agreed time for commencement of work.
5. Our leave year, for the purposes of the WTR, commences on the 1st day of January each year, and you shall be entitled to leave and pay in accordance with current regulations and relevant provisions of TCA- Part 2.
6. The default Notice to Terminate period for an Assignment shall be 1 week. This is subject to the termination provisions in TCA – Part 2.
7. The Pay Period for work done under an Assignment shall be made Weekly.
8. Please liaise with CBSbutler Consultant as our initial point of contact over any issue relating to the Services, although you should refer any aspects and instructions for the Work Services directly to each Client. We may change the point of contact and will let you know in that event.
9. Your provision to us of personal information is your acknowledgement that you have read and understood our Privacy Notice which explains how we process Personal Data. You may view our Privacy Notice at https://www.cbsbutler.com/cm/privacy

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Please confirm your acceptance as soon as possible. You may accept these Terms in any of the ways listed below and you agree that your acceptance is provided upon:

- your request for us to find work for you or to register you on our database or to introduce you to a potential client
- your oral or written confirmation to us of acceptance
- your notice of WTR Opt Out (if applicable)
- your commencement of work set out in a Proposal.
- your signature below

Signed

Date

Name of signatory

OPT OUT 48 HOUR WORKING WEEK UNDER REGULATION 5 WORKING TIME REGULATIONS 1998.

An Assignment may offer the opportunity for work in excess of the maximum working time specified in Regulation 4(1) WTR, namely an average of 48 hours each week calculated over a 17-week reference period. You may choose, but are under no obligation, to opt out of the 48-hour working week. If you wish to do so and have not already done so, please confirm in writing or electronically or by signature below that you wish to opt out of the maximum 48 hour working week. The WTR Opt Out will then apply. You may terminate this WTR Opt Out by giving written notice of not less than one month.

I agree to Opt Out of the WTR and hereby give notice to that effect.

Signed

Date

Name of signatory

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Temporary Candidate Agreement (TCA)

TCA - Part 2

Section 1 – definitions

Assignment	the arrangement for you to provide the Work Services to a Client on the terms set out in the relevant Proposal accepted by you and which is subject to these Terms
Assignment Period	the period for supply of your Work Services which may be specified in an Assignment, and any agreed extension thereto and which is subject to termination in accordance with these Terms
AWR	Agency Workers Regulations 2010
Client	a third party specified to be the Client in a Proposal, including, where applicable, an End User, and in the context of our work finding services or any introduction, any third party to whom we provide information regarding you, or whom is or may be interested in utilising your services in any way, for the avoidance of doubt, including an intermediary interposed between us and a hiring client
Commencement Date	the date agreed as the start of the Assignment Period
Conduct Regulations	the Conduct of Employment Agencies and Employment Businesses Regulations 2003
Contract Site	the site specified in an Assignment, being the site to which we have been asked by the Client for you to report or provide your services, or such other site as may be agreed from time to time
Data Laws	any data protection legislation applicable from time to time in the UK or other relevant jurisdiction and use within these Terms of 'Personal Data' has the meaning defined therein
End User	any third party for whom, or at whose premises, the Work Services are performed pursuant to an Assignment, or to whom the Client or any potential Client provides information regarding you
Expenses	such expenses as are authorised in writing by us or a Client and supported by original vouchers/receipts
Holiday Pay	payment in respect of annual leave entitlement
Irregular Hours Worker	an irregular hours worker or part-year worker as defined in R.15F of the WTR
Key Contact	the person specified in an Assignment as our key contact and, if any, the key contact of a Client
Minimum Rate	the minimum rate specified in the TCA Terms
Notice to Terminate	the period of notice to be given by you or us to terminate an Assignment, which shall be either the default termination period specified in the TCA Terms unless either a different period is specified in respect of an Assignment, or the Assignment is for a fixed term to which notice is not applicable. Termination is subject to Section 13 of the TCA – Part 2
Party	either you or us, together referred to as 'Parties'
Pay Period	each period to which a payment relates, as specified in the TCA-Part 1
Pay Rate	the rate or rates of pay specified in an Assignment
Payment Terms	the terms and intervals relating to payment to you as specified in the TCA- Part 1
Privacy Notice	our privacy notice made pursuant to the Data Laws from time to time
Property	any property, materials, documents (whether electronic or otherwise) or equipment of any kind including media, hardware, for example laptops, Software and data (whether included on such hardware or otherwise) or PPE
Proposal	an offer to you of temporary work which may be in the form of the draft set out in the schedule and which, from the date of acceptance by you, comprises an Assignment

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Referee	a person who is not a 'Relative' of yours (as defined in the Conduct Regulations) Special Terms any additional or special terms specified in the TCA Part 1 and/or an Assignment Statutory Pay means payment, other than Holiday Pay, for absence to which you have a statutory entitlement, including Statutory Sick Pay, Statutory Maternity Pay, Statutory Paternity Pay, Statutory Shared Parental Pay, Statutory Adoption Pay, Statutory Parental Bereavement Pay
Supply Agreement	the agreement between us and a third party for the provision of your services
TCA Terms	those terms set out under the heading 'TCA Terms' in the TCA – Part 1
Work Services	the services agreed to be provided by you as specified in a Proposal
Work Time	the hours worked in the performance of the Work Services during an Assignment and any additional hours that you may agree to provide your services
Work Types	the type of work we may seek for you as set out in the TCA Terms
Working Days	those days specified in an Assignment
WTR	the Working Time Regulations 1998
WTR Opt out	an opt out from the maximum working week under the WTR

Section 2 – our services

2.0 We shall provide a temporary supply work finding service to you on the basis set out in these Terms in our capacity as an Employment Business as defined in the Employment Agencies Act 1973.

2.1 We may, from time to time, search for opportunities for you to work with our clients, usually within the Work Types, and we shall inform you if we have found an opportunity that may, at our sole discretion, be suitable, whether within the Work Types or otherwise, which you can consider without any obligation.

2.2 Our service may include arranging an interview for you to meet a Client, wherever appropriate, and negotiating terms for your employment, but we offer no guarantee that work will be found, that it will be suitable for you, or that an opportunity we inform you of will be capable of being progressed. You also recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client.

Section 3 – your obligations - information

3.0 For the purposes of ensuring your suitability for any particular position and to enable us to meet our regulatory obligations and protect our legitimate interests, you agree

(a) to provide us with a full and accurate summary of your employment history and evidence of your qualifications and entitlement to work in the United Kingdom

(b) to provide us with any information we reasonably request and information relevant to the decision of a Client to engage you

(c) upon request to provide us with names and contact details of suitable Referees.

3.1 Information referred to in clause 3.0(b) includes

(a) information that may result in the interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role, or other matters relating to your ability to perform work efficiently

(b) information relating to charges for criminal offences and criminal convictions, except spent convictions that are not exempt under the Rehabilitation of Offenders Act 1974

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(c) information or evidence establishing your compliance with any requirements of an Assignment, or any other matter under these Terms.

3.2 You agree to notify us as soon as reasonably practicable of any change in any of the information (without limitation) that you have provided to us at any time.

3.3 You also agree to our verification, retention, and use of, all information and documents we obtain (from any source and whether obtained before or after any engagement we arrange) for the purpose of our statutory obligations and for locating work for you including the provision of such information and documentation to a Client, and relevant use by the Client.

3.4 You warrant that all information you provide will be full and accurate in all material respects.

3.5 Where you are engaged directly by a Client or third party you acknowledge and agree that you will be responsible for all the contractual arrangements with the Client or third party and you agree that we are neither involved in making the contractual arrangements nor do we have any role in initiating them.

Section 4 – proposals

4.0 You acknowledge and agree that the terms within this section shall apply in relation to temporary work in respect of which we may send you a Proposal from time to time.

4.1 A Proposal shall be either in writing or, if the proposed start date for you to provide your Work Services is immediate and/or we deem it is not reasonably practical for us to send a written Proposal to you before the start date, we may orally communicate the details of the proposed terms of the Proposal to you and forward a written confirmation setting out the terms of the Assignment as soon as it is reasonably practical for us after your work has commenced.

4.2 You must notify us promptly of your decision to accept or reject a Proposal. Once you have accepted a Proposal we will rely upon your acceptance, but if you change your mind, you should notify us immediately.

4.3 Your acceptance of a Proposal will be your acceptance of the work and the terms set out in the Proposal and your agreement to provide the Work Services for the Assignment Period subject to and in accordance with

these Terms. Prior to commencement of an Assignment your status shall be that of a work seeker and save for as agreed in respect of an Assignment you shall not be under any obligation to personally perform any work or services.

4.4 Where you have accepted a Proposal

(a) we shall endeavour to supply you on Assignment to the Client from the Commencement Date but please note that we may withdraw a Proposal at any time prior to commencement of the related Assignment and we may terminate an Assignment at any time if we are asked by the Client to do so

(b) each Assignment shall be considered to be a new engagement and the date of commencement of that engagement shall be as specified in the Proposal.

4.5 On or before your acceptance of a Proposal you must inform us whether you have previously worked in any capacity for the Client or End User named in the Proposal and, if you have so worked, provide us with the information as regards that engagement including the dates and reason for termination.

Section 5 – your obligations

5.0 You agree to comply with the information requirements set out in Section 3, and to act at all times in good faith towards us and each Client.

5.1 If a Proposal requires you to provide insurance cover you must maintain insurance to the level required and provide

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us with evidence of such insurance upon request.

5.2 To enable us to provide a continuing and valuable service to you, and to a Client where appropriate, it is important that you keep us fully informed. Accordingly, you should let us know immediately if you

(a) are not provided with access to suitable facilities and amenities on a Client site to which you feel you should have access or which are available to directly engaged staff undertaking similar roles

(b) feel that you are being treated unfairly

(c) do not consider the work suitable for you, or have any concerns relating to workplace safety, including in respect of the availability, or use of personal protective equipment ('PPE')

(d) believe any payment we make to you is incorrect

(e) consider that we are not meeting our statutory obligations towards you

(f) have any complaint about our Services

(g) have any reason to believe that the Client will not sign any timesheet or validate work done

(h) no longer wish to continue working under an Assignment for any reason

5.3 If during an Assignment you are likely to be absent from work for a reason that has not been agreed in advance, such as due to illness or incapacity, you should inform us at the earliest opportunity. This normally means no later than the time specified in the TCA Terms save in exceptional circumstances.

Section 6 – clients – expectations and obligations

6.0 You acknowledge that the Client will expect your services to be provided by you on the basis set out within this section.

6.1 You shall undertake your work professionally, promptly, efficiently and in good faith using your own expertise and with due care and skill to the best standards expected of you during the Assignment until the work is complete or the Assignment is ended

6.2 The standard set out in clause 6.1 requires that you comply with all applicable health and safety laws and regulations and, to the extent applicable, any statutory requirements relating to the Work Services.

6.3 As part of your obligation under the preceding clause, it is your responsibility to

(a) ensure your own safety and assess any risks or hazards that may affect your safety and to familiarise yourself with the working conditions and operating requirements at the Contract Site. This responsibility continues to apply even though the Client may provide you with its own internal policies, rules and regulations relating to safety or for the operation of equipment or machinery or relevant to working conditions, which you should comply with only to the extent that they relate to the proper performance by you of the Work Services.

(b) use any PPE in accordance with any instruction or training provided

(c) promptly report any defect in PPE that is provided to you.

6.4 During the Work Time

(a) you must perform the Work Services at locations as specified in a Proposal or as otherwise agreed with the Client, follow the proper directions and instructions of the Client as to your work and allow the Client to exercise day to day control

(b) you will allow the Client to supervise your work to the extent properly required to enable the Client to progress its work requirements

(c) you must abide by the Client's rules and regulations relevant to external (i.e. non employed) personnel relating to

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security or operational matters but you will not be expected to follow any internal rules that relate solely to employees of the Client

(d) if you are going to be absent for any reason you will, as a matter of professional courtesy, notify the Client as soon as possible of your absence in order to enable the Client to progress its work requirements in your absence

(e) you must take note of special requirements for the provision of the Work Services and perform your services in a way that does not conflict with those requirements.

6.5 You must

(a) ensure that any software provided by us or a Client, or otherwise obtained or accessed in the course of an Assignment ('Software') is used only for the purpose of delivery of the Assignment and not used for any other purpose, nor installed on any personal devices without the prior consent of us or the Client

(b) at the end of each Assignment or immediately on request return to us or the Client respectively any Property, of ours or the Client, or End User which you have, or have had in your possession or control, and/or if so expressly directed by us or a Client ensure that it, and any copies thereof, is or are destroyed, deleted or uninstalled, as applicable, producing evidence of compliance with such an express direction where reasonably requested. **Please note should you fail to comply with this clause 6.5, you shall be liable for all costs or losses incurred by us or the Client including costs of recovering or replacing the equipment, documentation or materials.**

Section 7 – acknowledgements

7.0 We may from time to time make enquiries and pass on comments and suggestions which may help to ensure that the Assignment is being performed on a satisfactory basis for all concerned.

7.1 Although an Assignment may refer to an intended Assignment Period and working hours, you acknowledge that this may be subject to variation depending upon the needs of the Client. You shall be notified of any change. Unless expressly specified otherwise, an Assignment will not be subject to a probationary period.

7.2 You also acknowledge that the nature of temporary work is that its continuation is dependent upon the requirements of the Client; If you do not provide your services in accordance with the Client's expectations, or there is a change in the Clients requirements, the Client may ask us to terminate an Assignment.

7.3 You may discuss any informal grievance or complaint relating to work arrangements under an Assignment with the Client's immediate manager or Key Contact. You should raise issues of a more serious or formal nature, including disagreement with any decision made in respect of an Assignment, if the Client indicates that it wishes the Assignment to end, or any matter under these Terms with our consultant allocated to you or with our Key Contact. You must not raise these with the Client, and you should always provide details. We shall use our reasonable endeavours to facilitate resolution at all times wherever possible.

7.4 You acknowledge and agree that there is no obligation upon us to provide any work to you, nor are you obliged to undertake any work other than under an Assignment.

7.5 Nothing in this section shall affect your separate obligations to us specified in these Terms. In particular you acknowledge that if you have caused any damage to us or the Client through negligence or otherwise you may be liable for any loss claimed.

Section 8 – contract for services

8.0 You agree to undertake the Work Services throughout each Assignment Period. Your capacity is as a temporary agency worker engaged by us for the purpose of supplying your services to the Client.

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8.1 The arrangement for an Assignment is a contract for services, we are not your employer, and in providing your work services you are not acting under our direction, supervision or control in any capacity. You agree that you will not allege, seek to maintain, or hold yourself out to any party that you are an employee of ours.

8.2 You acknowledge and agree that during periods on an Assignment when you are not at work and in between Assignments

(a) you have no obligation to work for us nor do we have any obligation to provide you with work

(b) no period of work or obligation may be deemed either in relation to ourselves or a Client

(c) you may work for any other person or company

(d) the periods will not be taken into account in calculating any statutory entitlement unless otherwise specified by law.

8.3 For the avoidance of doubt neither party has any obligation to provide to, or carry out work for, the other either during or following completion of an Assignment, save as specified in these Terms. No contract of employment is expressed or implied by reason of these Terms or any terms ancillary to these Terms and any implied duty on the part of us as if we were your employer, or on your part as if you were our employee, is excluded.

8.4 Whilst you agree to provide your services to the Client, you are not an employee of the Client. You will not submit to the control of a Client to the extent that it may be considered that you have a direct contractual relationship with that Client, and you must not submit to or agree to any terms requested by a Client save in respect of the work required under an Assignment save to the extent we authorise. You are not authorised by us to agree to any terms on our behalf at any time.

8.5 As you are not an employee of either us or a Client you are not subject to any formal disciplinary rules or procedures.

8.6 You agree to co-operate fully with us and any Client in relation to any investigation related to an Assignment or our contract with you. This could relate to the provision of Work Services, your status, payments made to you, information you have provided or any matter relevant to compliance with our statutory or contractual obligations.

Section 9 – what you must not do

9.0 You acknowledge that we have commercial arrangements in place with each Client which entitle us to fees, and/or oblige us to protect the interests of the Client. Accordingly, you agree that you will not

(a) at any time divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs, business or business method of us or the Client, or information received from us or the Client, except that which is in the public domain or authorised by us or the Client, as applicable to be released or required by court order to be disclosed

(b) at any time discuss with the Client either your rates of pay, or any other terms of your engagement with us, other than strictly as required for the proper objectives of the Work Services

(c) solicit, or otherwise seek to induce, any other person engaged by us, or a Client, to terminate their arrangement with us, or the Client, and/or enter into an arrangement with you, or any person with whom you are dealing, for the purposes of directly or indirectly providing work services to the Client

(d) act in any way which may be in conflict with the interests of us or a Client or by act or omission cause any damage or loss to us or a Client

(e) import any software onto the electronic or computer systems of the Client or End User, or use any email or internet access available through the Client systems without, and only to the extent authorised by, the prior written consent of the Client or End User as the case may be

(f) use any facilities provided to you by the Client for any purpose other than is authorised by the Client.

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9.1 You acknowledge and agree that bribery is a serious criminal offence. Accordingly, you must not do anything that may be construed or perceived by us as bribery. Without prejudice to any other remedy available to us, breach of this provision shall entitle us to terminate any Assignment and our Services to you immediately without notice.

Section 10 – payment and work records

10.0 Our arrangements with the Client require that normally we cannot invoice the Client for our fees in respect of work done by you unless we provide to the Client evidence recording hours actually worked and verified and signed by an authorised representative of the Client or End User ('Signed Timesheet'). Further as you are paid for time worked we cannot pay you unless we have a record from you of the actual time that you have worked. Accordingly, you must keep weekly written records of relevant time spent on work for the Client and, subject to clause 10.2, at the end of each week have such records agreed and verified by a person authorised by the Client and provide the same to us.

10.1 If it is not possible for you to obtain a Signed Timesheet, and you provide a timesheet to us correctly recording hours that you have worked together with a full and satisfactory explanation to us of the circumstances relating to the failure or refusal of the Client to sign or verify the timesheet we shall, subject to our reasonable verification that such hours have been worked by you, treat the timesheet as a Signed Timesheet for the purposes of payment to you.

10.2 We may agree an alternative methodology for capturing and providing your work records (for example by upload to a website), and in that event you agree to comply with the alternative method.

10.3 You agree and acknowledge that, if you do not promptly submit a Signed Timesheet or comply with any alternative agreed methodology, payment to you may be delayed. You also agree that if you should fail to comply with the requirement in this section within 40 days of the end of the relevant Assignment we may suffer loss as we may be unable to recover sums due to us from the Client. If, as a consequence of your delay and after we have made reasonable efforts to obtain the same, we are unable to recover our fees from the relevant Client, we shall nevertheless pay you but you will be liable to us for any loss that we suffer. **YOU SHOULD SEND IN YOUR TIMESHEETS PROMPTLY TO AVOID DELAY IN PAYMENT. YOU MAY SUFFER LOSS IF YOU DO NOT DO SO.**

10.4 Save as otherwise set out within this section, we shall pay you based on work performed by you during an Assignment, for Holiday Pay, Statutory Pay and for any Expenses, but not further or otherwise, except as required by statute. For the purposes of calculating your entitlement to statutory sick pay 'qualifying days' are Working Days which it has been agreed form part of the Work Time.

10.5 Sums due to you will be calculated at the Pay Rate subject to statutory deductions and, unless specified otherwise in an Assignment, paid in sterling. We shall pay you in accordance with the Payment Terms and we shall include sums due to you as Statutory Pay with the payment immediately following the time in the month that you take your statutory leave.

10.6 Any sums owed by you to us, or for which you are otherwise liable, including any excess payment of Holiday Pay over your statutory entitlement, overpayment, or amount due under these Terms, may be deducted from any payment due to you at any time including upon termination of these Terms or an Assignment. In the event that there are insufficient funds to deduct for that purpose or we are for any other reason unable to deduct necessary sums, you agree that the amount of our loss shall be repayable to us as a debt within 14 days of any request for payments from us.

10.7 We undertake to pay you in respect of work done by you whether or not we are paid by the Client.

10.8 If statutory criteria apply you will be automatically enrolled into a pension scheme as required by law.

10.9 You shall not be entitled to any benefits, nor payment for any period in which services are not provided save as otherwise set out in these Terms.

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10.10 As payment to you is conditional as specified in this Section, time shall not be of the essence in respect of the Payment Terms.

Section 11 – absence, breaks and holidays

11.0 Your entitlement to annual leave accrues during an Assignment only. Save to the extent that the AWR entitles you to additional rest breaks or leave you are entitled to rest breaks and annual leave only in accordance with the WTR, subject to the following:

(a) subject to clause 11.1 & 11.2, leave entitlement is 5.6 weeks for a complete leave year, subject to a maximum of 28 days

(b) where an Assignment commences or ends part way through a leave year, entitlement shall be calculated on a pro rata basis in respect of the proportion of the leave year worked

(c) bank and public holidays are working days and you are expected to work on these days, although you may take them as part of your annual leave

(d) leave entitlement unused at the end of the leave year may not be carried over into the next leave year and you will not be entitled to be paid in respect of leave entitlement accrued but not taken during the Assignment Period, except as provided for in the WTR.

11.1 Except where specified otherwise you are entitled to a maximum 28 days leave entitlement per leave year calculated in accordance with the WTR and Holiday Pay shall be provided at the times provided for in the WTR.

11.2 If you are an Irregular Hours Worker your leave entitlement accrues at 12.07% of the hours worked in a Pay Period or as otherwise provided under the WTR; payment shall be provided on a rolled-up basis (with your normal pay) if so specified in the TCA Terms.

11.3 Where the proportion of leave taken by you exceeds the proportion to which you are entitled, you will immediately, if we request you to do so, compensate us by repayment of all sums paid by us in respect of the excess leave including gross pay to you and all National Insurance payments we have paid on the relevant amount save to the extent that we are able to recover the same from any tax authority.

11.4 All annual leave must be agreed in advance with us. If you are proposing to take time as a holiday, you should inform us as far in advance as is possible and comply with our leave booking procedure.

Section 12 – termination and suspension of Assignment

12.0 Either you or we may terminate an Assignment on or after the Commencement Date upon giving to the other notice in writing of not less than the Notice to Terminate.

12.1 We may terminate an Assignment with immediate effect regardless of any Assignment Period expressed in an Assignment and without liability if

(a) we give notice to that effect in the event that you fail to provide information or acceptable references requested pursuant to these Terms, or in our, or the Client's, opinion, you fail to provide a full and satisfactory service to the Client

(b) the Supply Agreement is rejected prior to the Commencement Date, or is terminated for any reason, or if in our sole opinion (which need not be reasonable) we consider that you or the Client may not be able or willing to perform your or its obligations to us, or that the work you are undertaking or being asked to undertake is not suitable for you, and we shall thereafter notify you verbally or otherwise of such termination

(c) you are in breach of any obligation, condition, warranty or undertaking in these Terms, without prejudice to any claim arising from any such breach

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(d) we form the opinion that the continuation of the Assignment may be detrimental to you, our organisation, or the Client including but not limited to detriment arising from reputational damage

(e) you are made bankrupt.

12.2 Without prejudice to any claim you may have, you may terminate an Assignment on giving us notice to that effect if we are in material breach of any of these Terms, provided that where remediable you first give us written notice of the breach and we have not remedied it within 14 days of such notice.

12.3 We may suspend the operation of an Assignment at our sole discretion at any time and for any period of up to 14 working days upon informing you of suspension.

12.4 For the avoidance of doubt, as your relationship is with us, a Client or End User has no authority to, and may not, terminate an Assignment and you may not purport to terminate an Assignment directly with the Client. You must notify us immediately should a Client or End User indicate that they wish you to cease work on an

Assignment.

Section 13 – rights and miscellaneous

13.0 The benefit of the work undertaken by you for a Client or End User pursuant to an Assignment, including any copyright or intellectual property rights of any kind in such work, shall become and remain the property of the Client or End User respectively, save only to the extent that rights existing in the method, technique and know how you use shall remain your property. You agree to sign any document reasonably requested by us or the Client for verification of such rights and you agree to waive any moral rights you may have in such property.

13.1 You acknowledge and accept that

(a) you owe duties to each Client who has the benefit of, and may directly enforce, all clauses within these Terms that are directly or indirectly for their benefit. Accordingly, you may be liable for any loss claimed where you are in breach of those obligations or if you have caused any damage to us or a Client through negligence or in breach of duty or otherwise to the Client. Nothing in this Section shall affect your separate obligations to us specified in these Terms

(b) to the extent that the same is provided for in the Supply Agreement, you have the benefit of any provision in the Supply Agreement relevant to the Client's obligations directly to you, for example to comply with statutory obligations where they apply, but not further or otherwise; specifically you have no entitlement to payment from a Client in respect of the Work Services which we shall pay in accordance with these Terms. As your interests against a Client are protected by third party rights you shall not be entitled to pursue any claim against us in that respect

(c) rights under this clause are in accordance with the Contracts (Rights of Third Parties) Act 1999; other than for third party rights specifically referred to in these Terms, the Contracts (Rights of Third Parties) Act 1999 is excluded.

Section 14- your warranties and undertakings

14.0 You warrant and undertake, and agree that the warranties and undertakings in this section are renewed on acceptance of each Proposal, that

(a) an adequate description of the services required to enable you to provide the Work Services has been given to you before the Assignment and, if you have been provided with a specification of work by the Client, you have the skill and expertise to meet such specification

(b) you have not been convicted of any criminal offence relevant to our decision to engage you or the Client's decision to allow you to access its site or systems, information or property for the purposes of supplying the services, nor is any charge pending for such an offence

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(c) you are authorised to provide work services in the United Kingdom and have any relevant visa or entry clearance documentation

(d) you will inform us immediately if there are any material changes to information provided, or the warranty at clause 14.0(b) ceases to be accurate or the authority referred to in clause 14.0(c) ceases for any reason including by expiry or withdrawal.

Section 15 – liability

15.0 Whilst we shall endeavour to obtain accurate information, whether as to a role, nature of the work or otherwise, we accept no liability for information from a third party we have passed to you in good faith and cannot guarantee its accuracy.

15.1 We do not accept liability if we do not locate work for you or for any failure by us to provide any information or service (save to the extent strictly required by law). Your agreement to an Assignment is confirmation that you are satisfied that the work is suitable for you.

15.2 In the case of our Services, subject to our statutory obligations we cannot guarantee that the rate of pay will not be less than the Minimum Rate and accept no liability if we offer you work at a lower rate whether or not you accept such work.

15.3 Neither we nor our staff shall be liable to you for any loss, damage, delay, or compensation of any kind whether in contract or tort, or for breach of the any statutory requirement by any person other than us which may arise out of these Terms or an Assignment, save to the extent that exclusion of liability is prohibited by law.

15.4 We shall not be liable for any loss or damages save where precluded by law

(a) arising out of any misdescription or representation (including any misrepresentation or mistake) made by a Client to you or by us to you in good faith deriving from inaccurate or incomplete information provided to us

(b) for any action, tort or breach of contract by a Client or third party

(c) if work we offer is not suitable or for any failure by us to provide any information or service save to the extent strictly as required by law

(d) arising out of any misdescription of the work or representation made by us or the Client to you and which may have induced you to enter into these Terms or to accept a Proposal.

15.5 Without prejudice to any other provision in these Terms, our liability in any event shall be in respect of direct loss only and is limited to £5,000, except where liability may not be limited by virtue of the law.

15.6 You shall fully indemnify and keep us so indemnified against any loss (whether direct, indirect, or consequential), claims, penalties, or demands and costs (including legal costs) arising

(a) from incorrect or incomplete information provided by you to us, including a failure to provide us with any information as requested by us, or required by statute

(b) out of a breach of a provision in these Terms

(c) from a claim made by you for which we are not liable pursuant to clauses 15.1, 15.3 and 15.4.

Section 16 – termination of our Services

16.0 Should you no longer wish us to provide our Services you should advise us promptly.

16.1 Save as otherwise provided for in these Terms, you may terminate these Terms on giving us one week's written notice, provided that, if given during an Assignment, it will have the effect of terminating these Terms at the end of the Assignment.

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16.2 In the case of your notification under clause 16.0, or 16.1 you should let us know whether you have taken up employment elsewhere, although we do not require you to provide the identity of your employer.

16.3 We may terminate these Terms, at any time in the event of

(a) our notice to you of cessation of our work finding services, which we may decide to cease at any time for any reason

(b) our insolvency pursuant to the Insolvency Act 1986.

16.4 Our termination of these Terms, shall unless specified otherwise, also terminate any Assignment

Section 17 – general

17.0 Save as otherwise specified, where times are referred to in these Terms, such times are of the essence.

17.1 Whilst we shall at all times act in good faith, we have no obligation to provide you with any information or service other than to the extent stated in these Terms or required by law.

17.2 In the event of any query or dispute relating to the progress of the Services or any matter under these Terms the Parties shall co-operate in good faith, each shall provide to the other the evidence to support its position, with a view to resolving the issue promptly.

17.3 You may not assign your rights, transfer or subcontract this agreement or any rights, or obligations arising under or pursuant to these Terms without our prior written consent. We may assign these Terms upon giving notice to you, and we may assign or subcontract elements of these Terms, including debt, payment or invoicing arrangements without any requirement for formal notice to you save where we are required by law to give notice.

17.4 For the avoidance of doubt

(a) we are not a legal agent for a Client and neither a Client nor End User is a legal agent for us for any purpose

(b) save only to the limited extent referred to in these Terms, neither you nor we are a legal agent for the other

(c) subject only to our obligations to you as set out in these Terms, you accept that we are free to contract with a Client on any terms that we think fit in accordance with our own commercial practice.

17.5 You agree these Terms are reasonable and you acknowledge that you have not relied on any representations made by us that are not set out in these Terms or in a Proposal.

17.6 Any notice under these Terms shall be in writing and sent to the addressee at the last known address by first class post or by email in your case to the address last provided to us for communication and in our case to the email address used by us to communicate with you. Notice shall be deemed to have been received, in the case of post on the postal delivery date following the date of posting, and in the case of email on the date email confirmation of delivery or receipt (whichever is the earlier) is received by the sender.

17.7 For the purposes of interpretation

(a) the definitions and meanings apply throughout, headings are for ease of interpretation only

(b) words importing one gender include all other genders and words importing the singular include the plural and vice versa

(c) each portion of these Terms defined by punctuation, paragraphs, sections or numbering, is separate, distinct and severable and to give meaning to the intention the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions, including those modified hereunder, shall continue in full force and effect

(d) reference to a statute, regulation or statutory provision shall include reference to any amendments thereto and to any subordinate legislation or modification thereto.

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Temporary Candidate Agreement (TCA)

17.8 No failure or delay by a Party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.9 Save as provided for, these Terms shall prevail in the event of any conflict between them and an Assignment. Where a provision in TCA - Part 1 conflicts with TCA - Part 2, the terms in the TCA - Part 2 shall prevail. An Assignment is not a variation to these Terms, and details which we agree should apply to an Assignment apply only to the extent specified for that Assignment, not further or otherwise.

17.10 These Terms relate to our general relationship and each Assignment and, subject only to the terms of any Assignment or a variation provided for, these Terms comprise the sole and entire agreement between the Parties relating to the business described, supersede any previous agreement between you and us and, subject only as provided for, override any terms proposed by you.

17.11 These Terms may not be varied except

(a) by us in providing you with notice of an updated version of these Terms, which will be deemed to apply unless you notify us in writing that you do not accept the updated version within 7 days of receipt of the notice

(b) by agreement (whether oral or otherwise) and confirmed in writing by an authorised officer of ours; no other action by us shall be capable of implying our agreement.

17.12 The Laws of England and Wales govern these Terms and the English Courts have sole jurisdiction.

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Temporary Candidate Agreement (TCA)

Schedule 1: Proposal for an Assignment

This is our proposal for you to work on an Assignment and contains particulars of the proposed engagement. Our Key Contact for the purposes of this Assignment is **[Consultant Name].**

We propose that you ([Candidate Name]) work on the following basis:

Client:	[Client Entity Name]
Client Address:	[Client Main Address]
Client Contact:	[Client Contact Name]
Collective Agreement:	None applicable
Contract Site:	[Work Location] or such an alternative location as agreed from time to time.
Work Services:	To work as [Job Title], or any other work as required by the Client from time to time
Assignment Term:	From: XX/XX/XXXX ('Commencement Date') To: XX/XX/XXXX subject to earlier termination in accordance with this agreement or for such further period as we may agree (verbally or otherwise) with you from time to time
Training requirements:	None unless otherwise specified.
Work Time:	**Standard Hours:** XX per day on the Working Days **Overtime Hours:** Hours other than the Standard Hours worked by you and approved by the Client **Professional Day:** X hours or such longer hours as the Client shall reasonably request on the Working Days
Working Days:	**[**Monday to Friday**] [**as per agreed shift roster**] [**to be agreed on a weekly basis**]** subject to the continuing requirements of the Client
Pay Rate:	Standard Hours: £XX.XX Per Hour Overtime Hours: £XX.XX Per Hour
Notice to Terminate:	By You: X Days / X Weeks by Us: X Days / X Weeks
Special Terms:	N/A

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Temporary Candidate Agreement (TCA)

IMPORTANT NOTE/REMINDER

Pay will be paid net of PAYE Tax, NI contributions and any other statutory deductions and will be based upon timesheets – see payment and work records in TCA – Part 2. All claims for expenses must be supported by receipts/vouchers.

Please confirm your acceptance of this Proposal as soon as possible. Once you have accepted you will be required to provide the Work Services under this Assignment unless the Proposal is cancelled prior to the Commencement Date, or terminated thereafter. This proposal is subject the TCA, which you confirm you have read and understood. The following shall comprise your acceptance

- your oral or written (letter, or email) confirmation to us of your acceptance
- commencement of the Work services under this Proposal or attendance on the Contract Site
- your signature in the signature box below

Issued:

	Signed by [Candidate Name]	Date

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