

Assignment and agrees that the Temporary Worker's suitability for a particular Assignment shall be determined solely by the Consultant. The Temporary Worker is under no obligation to accept or continue with any Assignment offered by the Consultant.

3.3 This Agreement contains the terms on which the Temporary Worker is supplied by the Consultant and applies to all Assignments undertaken by the Temporary Worker. No contract shall exist between the Consultant and the Temporary Worker between Assignments.

4. Remuneration

4.1 The Consultant shall pay to the Temporary Worker equivalent hourly or daily remuneration at least equal to the National Minimum Wage. The Temporary Worker's actual rate will be endorsed on the Temporary Worker's Terms of Engagement. In instances where the Temporary Worker is an individual, The Temporary Worker's pay will be subject to deductions in respect of tax and National Insurance and any other deductions which the Consultant may be required to make by law. The rate of pay will be inclusive of 8.33% holiday pay.

4.2 The Temporary Worker is not entitled to receive payment from the Consultant or Client for time not spent on Assignment, save for those payments set out at clause 5 below.

4.3 The Consultant shall reimburse the Temporary Worker for any reasonable expenses incurred during an Assignment with the Client, provided these expenses are approved in writing by the Client and supported by receipts.

5. Statutory leave

5.1 For the purposes of calculating entitlement to leave under this clause, the leave year runs from 1st January to 31st December.

5.2 Under the 1998 Regulations, the Temporary Worker is entitled to 4 weeks paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.

5.3 The Temporary Worker and Consultant agree that the amount of leave the Temporary is entitled to take at any point in the leave year will be the number of weeks in a holiday year during which the Temporary Worker has been on any Assignment divided by 2.4 rounded up or down to the nearest half day, less the holiday already taken by the Temporary Worker that year.

5.4 Where a Bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the public holiday shall count as part of the Temporary Worker's paid annual leave entitlement.

6. Timesheets

6.1 At the end of each week of an Assignment (or at the end of the Assignment of less than a week) the Temporary Worker shall deliver to the Consultant a timesheet duly completed to indicate the number of hours worked signed by an authorised representative of the Client. The Consultant will not refuse to pay the Temporary if a timesheet is not signed by a Client but failure to submit a signed timesheet for hours worked may delay payment for those hours.

7. Conduct during Assignments

7.1 During every Assignment and afterwards where appropriate, the Temporary Worker will:

(a) co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;

- (b) observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- (c) unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;
- (d) take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by their actions on the Assignment and comply with the health and safety policies of the Client;
- (e) not engage in any conduct detrimental to the interests of the Client;
- (f) not at any time divulge to any person, nor use for their own or any other person's benefit, any confidential information relating to the Client's employees, business affairs, transactions or finances.

7.2 If the Temporary Worker, or in the instance of a limited company, its Representative, is unable for any reason to attend work during an Assignment the Consultant should be informed of the reason by no later than the normal start time on the first day of absence to enable alternative arrangements to be made.

8. Termination

8.1 The Temporary Worker or Consultant may, without prior notice or liability, terminate an Assignment at any time.

8.2 If the Temporary Worker fails to attend work without reason during an Assignment, the Assignment will be deemed to have ended.

8.3 If the Temporary Worker does not report to the Consultant to notify his availability for work for a period of three weeks, the Consultant will forward his P45 to his last known address.

9. Confidentiality

9.1 In order to protect the confidentiality and trade secrets of the Client and the Consultant and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Worker agrees:

- (a) Not at any time whether during or after an Assignment to disclose to any person or to make use of any trade secret or confidential information of the Client;
- (b) to deliver to the Client or the Consultant (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it during the performance of the Assignment.
- (c) 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 Client 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 Client or the Consultant as appropriate.

10. Miscellaneous

10.1 Personal data about the Workseeker as defined in the 1998 Act may be retained and processed by the Consultant and may be transferred internationally for the purpose of considering the Workseeker.

10.2 The Workseeker confirms that when supplied by the Consultant as a Permanent Candidate or on an Assignment, he or she is not in breach of:

- (a) the Asylum and Immigration Act 1996, any rules or regulations made pursuant to the act or any other act rule or regulation;
- (b) any statutory common law or contractual obligations to any third party;

10.3 The Workseeker confirms that when supplied by the Consultant he or she has the experience and qualifications required by the Client.

10.4 The Workseeker confirms that he or she has no unspent convictions within the meaning of the Rehabilitation of Offenders Act 1974. Any unspent convictions are listed below:

10.5 The Workseeker hereby agrees to exclude the maximum working time in accordance with Regulation 5 of the Regulations

10.6 The Workseeker confirms that he or she has re-registered with Astbury Marsden of their own free will if they have been previously placed in a position of permanent employment by Astbury Marsden

10.7 The Workseeker provides their consent for Astbury Marsden to process the information provided by the Workseeker and further consents that this information including personal data may be disclosed to Clients and prospective Clients

10.8 The Workseeker consents to Astbury Marsden conducting background and reference checks to confirm any information provided by the Workseeker including but not limited to: work history, performance in previous roles and any other information that may be pertinent in assessing the Workseeker's suitability

10.9 This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

I acknowledge and agree to the above and declare that the information I have given to Astbury Marsden in respect of personal data, my qualifications and all information contained on my Curriculum Vitae is true and correct.

Signed _____

The Workseeker

Date:

Signed on behalf of Astbury Marsden & Partners Limited

The Consultant

Date: