

**frontline**

recruitment group



# Terms of Engagement

## Terms of Engagement – Temporary Workers

### An Introduction

These Terms of Engagement outline the relationship between you and the Agency (Frontline Recruitment Group).

This document is a “Contract of Services” and is not a contract of employment and confers none of the benefits or obligations of an employee/employer relationship on either party.

Due to the flexible nature of this arrangement, there is no ongoing obligation or contractual relationship between you and the Agency, and each assignment (regardless of length) is deemed to be a separate contract of services (e.g. an individual shift will be deemed to be an assignment for the purposes of this agreement).

As each assignment is a separate contract for services there are likely to be implications for statutory payments. For example, if you are between assignments, and this includes workers undertaking ad hoc shifts, it is unlikely you will qualify for sick pay.

You are under no obligation to accept work and the agency is under no obligation to offer you work. Subject to the undertakings and expectations we have of all temporary workers, you are free to choose when you work, if you work and how much you work.

As there is no ongoing obligation and each assignment is deemed a separate contract for services no assumptions can be made about how long an assignment will last or may be likely to last as each assignment technically comes to an end when each shift is completed.

This is not an exclusive agreement and does not attempt to limit the number of employment agencies you can register with or work for.

Frontline Recruitment Group operates a zero tolerance policy regarding abuse of its staff. Any candidate who is abusive, uses foul or threatening language, or is in any way aggressive either verbally or physically accepts that this will result in the immediate termination of their registration with the agency.

In registering with the Agency you agree to all terms and conditions contained within this “Terms of Engagement” document.

### 1. DEFINITIONS

In these Terms, the following definitions apply:

“Act” means Employment Agencies Act 1973 and all regulations made under that Act from time to time;

“Actual QP Rate of Pay” means the rate of pay which will be paid to the Agency Worker if s/he completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment weekly in arrears, subject to Deductions and any agreed deductions, as set out in any variation to the relevant Assignment Details Form;

“Actual Rate of Pay” means, unless and until the agency Worker has completed the Qualifying Period (3 days), the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any agreed deductions, as set out in the relevant Assignment Details Form;

“Agency Worker” means the individual assigned by the Employment Business to provide services to the Hirer;

**“Agency Workers Regulations”** means the Agency Workers Regulations 2010;

**“Assignment”** means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision of the Hirer;

**“Assignment Details Form”** means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;

**“Calendar Week”** means any period of 7 days starting with the first day of the First Assignment;

**“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 Contributions;

**“DP Act”** means the Data Protection Act 1998 (and the Data Protection Act 1984 where applicable); **“Eden Group”** means the outsourced payroll company the agency uses to process weekly payroll; **“Emoluments”** means any pay in addition to the Actual QP Rate of Pay; **“Employment Business”** means Frontline Recruitment Group

**“Engagement”** means the engagement, 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;

**“Hirer”** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 contracting to hire the services of the Agency Worker from the Employment Business;

**“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;

**“Leave Year”** the Leave Year runs from 1st January to the 31st December each year and annual leave is accrued by the Agency Worker during this period from the commencement of their assignment or series of assignments (all leave must be taken within the Leave Year and cannot be carried forward);

**“Personal Data”** means such data as defined in section 1(1) of the DP Act (and the Data Protection Act 1984 where applicable)

**“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 Schedule 2 to these Terms;

**“Relevant Period”** means:

(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;

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

**“Sensitive Personal Data”** means such data as defined in section 2 of the DP Act (and the Data Protection Act 1984 where applicable);

**“Terms”** means these terms of engagement (including the attached schedules) together with any applicable Assignment Details Form;

**“Temporary Work Agency”** means as defined in Schedule 2 to these Terms;

**“Transfer Fee”** means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Regulations;

**“Working Time Regulations”** means the Working Time Regulations 1998.

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms are for convenience only and do not affect their interpretation.

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.

Under this agreement each assignment is deemed to be a separate contract for services.

## **2 THE TERMS OF ENGAGEMENT**

2.1 These Terms constitute a contract for services between the Employment Business and the Agency Worker and they govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. This is not a contract of employment and infers none of the benefits or obligations associated with a contract of employment.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and/or its agents and the Agency Worker. The Agency Worker is engaged as an agency worker or self-employed worker where the Employment Business is required to ensure statutory deductions from remuneration are made in accordance with clause 4.4.

2.3 No variation or alteration of these Terms shall be valid unless set out in writing and approved by the Employment Business and the Agency Worker and a copy given to the Agency Worker within 5 working days of the date of such approval. The written variation shall state the date from which the varied term shall apply.

2.4 For the purposes of the Act the Employment Business is an employment business which provides a work-finding service and so is prohibited under the Act from charging the Agency Worker a fee. In so far as the Employment Business provides goods or other services they are described and payable as stated on the Assignment Details Form and if none is stated then no goods or other services are provided by the Employment Business for which a fee is charged.

### **3 ASSIGNMENTS AND INFORMATION TO BE PROVIDED**

3.1 The Employment Business will endeavor to obtain suitable Assignments for the Agency Worker for the type of work shown on the Assignment Details Form or as described by a representative of the Agency. The Agency Worker is not 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 agrees that suitability shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Agency Worker should it fail to offer opportunities to take Assignments of the type shown on the Assignment Details Form.

3.3 For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Agency Worker commences the first Assignment.

3.4 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.

3.5 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 Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

3.6 If the Agency Worker considers that s/he has not or may not have received equal treatment under the Agency Workers Regulations, the Agency Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns.

3.7 The Agency Worker is under no obligation to accept work offered by the Agency.

### **4 REMUNERATION**

4.1 The Agency Worker shall be paid the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form.

4.2 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the QP during the relevant Assignment, the agency shall pay to the Agency Worker the Actual QP Rate of Pay and the Emoluments (if any), which will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

4.3 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, the Agency Worker may be entitled to receive a bonus. The Agency Worker will comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If,

subject to satisfying the relevant assessment criteria, the Agency Worker is entitled to receive a bonus, the agency will pay the bonus to the Agency Worker.

4.4 The payment of the remuneration, administration of the deductions and maintenance of all paperwork relating to it shall be the obligation and responsibility of the agency.

4.5 Subject to any statutory entitlement under the Act or any other relevant legislation, the Agency Worker is not entitled to receive remuneration for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed in accordance with the details shown on the Assignment Details Form.

## **5 ANNUAL LEAVE**

5.1 The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave under the Working Time Regulations is 5.6 weeks. Given the Ad-hoc nature of healthcare shifts, accrued holiday pay will be paid as a separate amount and will be clearly highlighted on a temporary workers payslip.

5.2 Entitlement to payment for leave under clause 5.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.

5.3 Under the Agency Workers Regulations, 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 Working Time Regulations and in accordance with clauses 5.1 and 5.2. 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.

5.4 All entitlement to leave must be taken during the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year. Any accrued leave not taken by 31st December will be forfeited. For the avoidance of doubt any leave not taken at the end of the Leave Year cannot be converted into a monetary equivalent to be paid out at the end of the Leave Year.

5.5 If the Agency Worker wishes to take paid leave during an Assignment s/he 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 leave that s/he 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.

5.6 Subject to clause 5.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment.

5.7 Subject to clause 5.3, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.

5.8 Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 5.2 or clause 5.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement.

5.9 Where this contract is terminated by either party, the Agency Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5 at the date of termination.

## **6 SICKNESS ABSENCE**

6.1 The Agency Worker whilst a contractor of his or her services may be eligible for Statutory Sick Pay (SSP) if he or she meets the relevant statutory criteria. Please note, however, that as this is not an employment contract and you will not be categorised as an employee of the Agency therefore you may not automatically qualify for SSP depending on the prevailing qualification requirements for SSP at the relevant time. For example, if a requirement of qualifying for SSP is an Employment Contract these Terms of Engagement are not an Employment Contract and therefore do not meet this requirement. The Agency is under no obligation to provide SSP for workers engaged under these Terms of Engagement.

As each assignment (regardless of length) is deemed to be a separate contract of services it is unlikely you will qualify for sick pay (SSP) from the agency if you are between assignments particularly if you have only recently registered or undertake ad hoc shifts.

6.2 For the purposes of the Statutory Sick Pay scheme qualifying days are those which it is shown on the Assignment Details Form shall be worked each week during an Assignment if an Assignment Details Form is provided or those days that are agreed by any other means at the outset of the assignment. If none are shown then there is one qualifying day per week which is the Wednesday in each week.

6.3 In the event that the Agency Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.

## **7 PENSION**

7.1 Workplace pensions law has changed, which means that if you are eligible, we will automatically enroll you into a workplace pension scheme that meets the new legal standards.

7.2 NOW:PENSIONS is our workplace pension scheme and meets our employer duties regarding the provision of this type of pension scheme. We reserve the right to change pension provider in the future.

7.3 If you are eligible to be enrolled in the scheme you will be notified in advance of enrolment. If eligible, enrolment is automatic, and you do not have to do anything to remain part of the scheme. You also have the option to opt out of the scheme.

7.4 To find out more about Now: Pensions visit their website at [nowpensions.com](http://nowpensions.com) or search online for NOW: PENSIONS. Once you have been enrolled you will be able to activate an online account that lets you take control of your pension. We will make employer contributions to the scheme, and you will make employee contributions. Employer contributions are set by legislation and employee contributions are also set at a

minimum level, but you can increase the level of your contributions subject to prevailing legislation and contribution limits.

## 7.5 Opting out

If you decide that you do not want to contribute to a pension scheme you have the right to opt out. You must do this within your one month opt out period which starts three days after you have been enrolled into NOW: PENSIONS. You will receive a Welcome Pack after enrolment, and this will include information on how to opt out and the date the opt out period ends. If you opt out during this period any contributions made will be returned to you. If you choose to stop contributing to your pension after the opt out period, you can do so at any time. In these circumstances your contributions will not be returned but will remain as part of your pension fund for the future.

You cannot opt out until you have been enrolled and have received your NOW: PENSIONS ID. You will find this in the letter NOW: PENSIONS sends to you.

Once you have received your NOW: PENSIONS ID there are several ways to opt out. You can:

- opt out online at [nowpensions.com](http://nowpensions.com)
- call NOW: PENSIONS's automated telephone line
- request a paper opt-out form from NOW: PENSIONS and then fill it in and send it back to us

## 8 TIMESHEETS

8.1 By 10.00 a.m. on the Monday following each week (or part week) of an Assignment the Agency Worker shall deliver to the Employment Business their time sheet duly completed to indicate the number of hours worked by him during the preceding week (or part week) and signed by an authorised representative of the Hirer. Failure to submit a time sheet for hours worked will delay payment for those hours whilst the Employment Business establishes that the Agency Worker has in fact worked the hours agreed for the Assignment. Payment will not be made until the Employment Business is in receipt of a complete, signed and authorised timesheet. The Employment Business shall make no payment to the Agency Worker for hours not worked.

8.2 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Agency Worker's working time shall only consist of those periods during which the worker is carrying out their activities or duties for the Hirer as part of the Assignment. Time spent between Assignments, whilst travelling to the Hirer's premises, lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes.

## 9 AGENCY WORKER'S OBLIGATIONS

9.1 The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if accepted, during every Assignment and afterwards where appropriate, the Agency Worker will:

9.1.1 co-operate with the Hirer's lawful instructions and accept and act under the direction, supervision and control of any responsible person in the Hirer's organisation;

9.1.2 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;

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



9.1.4 not engage in any conduct detrimental to the interests of the Hirer or any other workers of the Hirer;

9.1.5 not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Hirer's or the Employment Business', business affairs, transactions, finances, or employees;

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

9.1.7 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, ID cards, uniforms, personal protective equipment or clothing.

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

9.2.1 inform the Employment Business of any Calendar Weeks between 1 October 2011 and 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;

9.2.2 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

9.2.3 inform the Employment Business if, since 1 October 2011, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

9.2.3.1 completed two or more assignments with the Hirer;

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

9.2.3.3 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.

9.3 If the Agency Worker is unable for any reason to attend work during an Assignment, s/he should inform the Hirer and the Employment Business within one hour of the commencement of the Assignment or shift.

9.4 If at any time the Agency Worker becomes aware of any reason why he or she may not be suitable for an Assignment he or she shall notify the Employment Business without delay.

9.5 The Agency Worker warrants to the Employment Business that all information given to the Employment Business in relation to the Agency Worker and his or her qualifications, skills, experience and any other matters requested was when given, and will throughout the Assignment remain, true, accurate, complete and not misleading.

## **10 TERMINATION**

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

10.2 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 (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

10.3 The Agency Worker may terminate an Assignment at any time by giving to the Employment Business notice in writing of the period stated on the Assignment Details Form and if none is stated then no notice period is required.

10.4 If the Agency Worker does not inform the Hirer and the Employment Business that he or she will be unable to attend work during an Assignment this will be treated as immediate termination of the Assignment by the Agency Worker.

10.5 If the Agency Worker is absent during an Assignment and this contract has not been otherwise terminated the Employment Business will be entitled to terminate this contract in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available for the Agency Worker

10.6 If the Agency Worker does not report to the Employment Business to notify their availability for work for a period of thirteen weeks following the end of the last Assignment, the Employment Business will have their P45 forwarded by email.

## **11 DATA PROTECTION**

11.1 The Agency Worker consents to the Employment Business keeping, processing and accessing such records and Personal Data including Sensitive Personal Data provided by the Agency Worker to the Employment Business and to the content of such records and data being made available to the Eden Group for the purposes referred to in clause 4 and being disclosed to third parties (including the Hirer) for the purposes permitted or required by the DP Act or as required by law.

11.2 Where the Hirer employs an electronic (including biometric) clocking in and/or door entry system to facilitate its time recording and/or payroll and other access procedures such system may be provided, operated and/or controlled by the agency or Eden Group for the purposes of providing the payroll services as detailed in clause 4.

11.3 For the purposes of the DP Act the Agency Worker gives his/her consent to the holding, processing and accessing of Personal Data including Sensitive Personal Data provided by the Agency Worker to the Employment Business or the Hirer and the transfer to and processing of such Personal Data by the Eden Group.

11.4 The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the DP Act and shall not do or permit to be done anything which might cause the Employment Business, Eden Group or the Hirer to breach the DP Act.

## **12 INTELLECTUAL PROPERTY RIGHTS**

12.1 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.

## 13 CONFIDENTIALITY

13.1 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:

13.1.1 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 or with the exception of information already in the public domain;

13.1.2 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 Assignment; and

13.1.3 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.

## 14 SEVERABILITY

14.1 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.

## 15 LIABILITY AND INSURANCE

15.1 It is your responsibility, if applicable, to ensure you have an adequate and valid policy of professional indemnity insurance in place pertaining to the job or role you are undertaking. The Agency accepts no liability whatsoever arising out of, or connected with, an Agency Worker commencing an Assignment without an adequate and valid policy of professional indemnity insurance in place and the Agency will not indemnify an Agency Worker in respect of any losses of any nature arising as a consequence of failing to have in place such a policy. You undertake to inform the Agency of any exclusions, clauses or other factors that may limit the scope of your Professional Indemnity insurance and that may limit or exclude cover for a specific assignment or Hirer type.

15.2 You will confirm the insurance requirements of the Hirer and establish whether your current insurance cover is suitable for the assignment you are going to undertake directly with the Hirer before you commence your assignment. You will not undertake the assignment if your insurance cover does not meet the requirements of the Hirer. Should you commence an assignment without the appropriate insurance cover in place you will be wholly responsible and liable for any losses that result and the Agency will not indemnify an Agency Worker in respect of any losses of any nature arising as a consequence of failing to have in place such a policy.

15.2 In addition to section 15.1, professional indemnity insurance is specifically required for all Agency Workers in the following sectors:

- Nurses
- Healthcare Assistants
- Doctors
- Dentists

For the avoidance of doubt please discuss Professional Indemnity requirements with an employee of the Agency before you commence your assignment.

15.3 The Agency accepts no responsibility or liability for any loss or damage caused to the Hirer by your actions whether negligent, careless, due to a lack of skill or for any other reason and will not indemnify you against any losses you suffer as a result of your actions whilst undertaking an Assignment on behalf of the Agency.

## 16 NOTICES

16.1 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, by email, facsimile transmission or via the electronic system operated by the Employment Business. 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, facsimile transmission or the electronic system, when that email, facsimile or electronic communication is sent.

## 17 LAW

17.1 These Terms are governed by the law of Northern Ireland are subject to the exclusive jurisdiction of the Courts of Northern Ireland.

### SCHEDULE 1: "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 because the Agency Worker is incapable of working in consequence of sickness or injury and 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:

- ordinary, compulsory or additional maternity leave;
- ordinary or additional adoption leave;
- ordinary or additional paternity leave;
- time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
- for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;

- (v) wholly because 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 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)

(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 Agency Workers Regulations 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.

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