

1. TERMS OF REGISTRATION FOR PERMANENT CANDIDATES

1. Permanent candidates agree that they are eligible to work in the UK.
2. **INTRODUCTIONS** - CPS will endeavour to obtain suitable Introductions for the Candidate.
3. **ACKNOWLEDGEMENTS** - The Candidate acknowledges that there may be periods when no suitable vacancy is available and agrees that his/her suitability for a particular Vacancy or Client shall be determined solely by CPS and (b) that CPS shall incur no liability to the Candidate if it fails to offer a suitable (or any) Introduction.
4. **UNDERTAKINGS** - Where CPS has introduced a Candidate to a Client or any third party the Candidate undertakes not to provide any falsified information regarding his / her qualifications or experience. Full responsibility lies with the candidate to provide a truthful and accurate record of their experience and qualifications (where applicable) and agrees that where reliance is placed on this experience and qualification (where applicable) that they will be liable for any criminal enquiry should this prove to have been incorrectly represented in the candidates' initial introductory CV.
5. The candidate undertakes to perform all work following a successful introduction to the best of his/her ability and confirms that all career information and details of professional and academic qualification supplied to CPS is correct and undertakes to inform CPS of any additional information that will affect their suitability for employment.
6. The candidate confirms that he / she has **no previous criminal convictions** and that he/she will advise CPS immediately of any subsequent convictions arising during the Assignment (convictions do not include spent convictions within the meaning of the Rehabilitation Act 1974).
7. The candidate agrees to provide **evidence of their eligibility to work in the UK** – usually a current passport. Where this cannot be provided the candidate will liaise with a consultant to provide adequate alternatives according to current legislation.
8. **WITHDRAWAL OF CONSENT** - The Candidate may end this agreement by giving CPS one months' notice in writing of their wish to de-register.
9. **GOVERNING LAW** - The Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.



2. TERMS OF REGISTRATION FOR TEMPORARY WORKERS ON P.A.Y.E.

10. In this agreement the following definitions apply:

Assignment means the period during which the Temporary Worker renders services;

Client means the person requiring the services of CPS to provide the services of personnel and or introduce personnel.

Working Week means an average of 48 hours each week calculated over a 17 week reference period.

ASSIGNMENTS

2.1 CPS will endeavour to obtain suitable Assignments for the Temporary Worker.

2.2 Due to varying Client requirements CPS operates two separate terms of business. CPS will either:

- a) act as a Temporary Worker's principal by directly supplying his/her services to the Client. The terms of the Temporary Worker's relationship will be governed by Schedule 1; or
- b) act as an agent to introduce the Temporary Worker to the Client, to whom the Temporary Worker will then provide his/her services, in which case his/her relationship with CPS will be governed by Schedule 2 and his/her relationship with the Client shall be on terms agreed between the Temporary Worker and the Client.

2.3 **Throughout the period of this contract the Temporary Worker will be self-employed and will be working either:**

- (a) **under a contract for services with CPS when supplied in accordance with 2.2(a); or**
- (b) **under a contract for services with the Client when introduced in accordance with 2.2(b).**

2.4 **The Temporary Worker acknowledges that specific legislation governing the tax treatment of workers assigned by employment agencies requires his/her earnings to be subject to direct deduction of income tax and national insurance contributions under PAYE regulations as if he/she were an employee.**

2.5 The Temporary Worker will be notified on commencement of each Assignment which of the arrangements in 2.2 is applicable and of the terms and conditions governing the arrangement.

ACKNOWLEDGEMENTS

3. The Temporary Worker acknowledges that there may be periods when no suitable work is available and agrees that his/her suitability for a particular Assignment or Client shall be determined solely by CPS and (b) that CPS shall incur no liability to the Temporary Worker if it fails to offer a suitable (or any) Assignment.

UNDERTAKINGS

4.1 Where CPS has introduced the Temporary Worker to the Client or any third party the Temporary Worker undertakes not to, whether directly or indirectly:

- (i) accept any offer of a temporary or permanent placement with the Client or any third party; or
- (ii) to engage himself/herself or any other person, firm or company with the Client or any third party.

Without CPS's knowledge and not until CPS have agreed terms with the third party.

4.2 The Temporary Worker undertakes to perform all Assignments to the best of his/her ability, confirms that all career information and details of professional and academic qualification supplied to CPS is correct and undertakes to inform CPS of any additional information that will affect any assignment.

4.3 The Temporary Worker confirms that he/she has no previous criminal convictions and that he/she will advise CPS immediately of any subsequent convictions arising during the Assignment (convictions do not include spent convictions within the meaning of the Rehabilitation Act 1974).

RESTRICTION

5. The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an assignment with the Client in excess of working the week unless he agrees in writing that this limit should not apply.

CONSENT

6. The Temporary Worker hereby agrees that the working week limit shall not apply to the assignment.

WITHDRAWAL OF CONSENT

7.1 The Temporary Worker may end this agreement by giving CPS one months' notice in writing.

7.2 For the avoidance of doubt, any notice bringing this agreement to an end shall not be constructed as termination by the Temporary Worker of an assignment with a Client

7.3 Upon expiry of the notice period set out in clause 7.1 the working week limit shall apply with immediate effect.

7.4 If the Temporary Worker has withdrawn consent to work in excess of the working week then the Temporary Worker must inform the Client when they commence an assignment.

GOVERNING LAW

8. The Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.

Terms of Assignment of Temporary Workers

(SCHEDULE 1)

BETWEEN:

CHAMELEON PERSONNEL SERVICES LTD and its trading divisions hereinafter called THE "EMPLOYMENT BUSINESS"; and (Name overleaf) hereinafter called "THE TEMPORARY WORKER".

THE CONTRACT

- 2.1 This assignment terminates on Friday of each week.
- 2.2 These terms constitute a contract for services between the Employment Business and the Temporary Worker and govern the Assignment.
- 2.3 For the avoidance of doubt, these terms do not give rise to a contract of employment between the Employment Business and the Temporary Worker.
- 2.4 This assignment is not continuous with any previous period of work with any other clients of the Employment Business.
- 2.5 No variation or alterations of these terms shall be valid unless approved in writing by a director of the Employment Business.

ASSIGNMENTS

3.1 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work.

3.2 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant average period under the Working Time Regulations shall be 1st October 1998 or the date on which the Temporary Worker commences the first Assignment, if later.

RATES OF PAY

- 4.1 The Employment Business shall pay the Temporary Worker weekly in arrears the rate specified for each hour worked and shall deduct there from and account for all applicable taxes (including, without limitation, any National Insurance contributions) required by law.
- 4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holiday, illness or absence for any other reason unless otherwise agreed.

STATUTORY LEAVE

- 5.1 The CPS holiday year runs from 1st January each year to 31st December.
- 5.2 Under the Working Time Regulations 1998, the temporary worker is entitled pro-rata to four weeks' paid leave per annum. 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. Failure to take any holiday by the end of the holiday year in which the entitlement arises will result in such outstanding holiday being forfeited.
- 5.3 The Temporary Worker is paid for holiday entitlement on an hourly basis in advance and the Employment Business set off any such payment made in advance against entitlement to paid holiday which arises either during the course of an assignment or on termination of an assignment. For the avoidance of doubt the Temporary Worker will receive no further payment during any holiday period, in lieu of untaken holiday or on termination of an assignment, it being acknowledged and agreed that he/she has received full holiday pay in advance.
- 5.4 The right to paid leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on assignment during the leave year. The Temporary Worker may not take more paid holiday leave than has accrued to him/her at the time of such holiday.
- 5.5 Where the Temporary Worker wishes to take any leave to which he/she is entitled, he/she should notify the Employment Business in Writing of the dates of his/her intended absence. The Temporary Worker is required to give the Employment Business at least two weeks' notice of his/her intention to take leave. Unless the Employment Business informs the Temporary Worker in writing that it is not possible for him/her to take leave on the specified dates, the Temporary Workers shall be entitled to take up his/her notified leave entitlement.

Terms of Contract with Temporary Workers

(SCHEDULE 2)

BETWEEN:

Chameleon Personnel Services Ltd and its trading divisions hereinafter called THE "AGENT"; and (see overleaf) hereinafter called "THE TEMPORARY WORKER".

THE CONTRACT

- 2.1 This assignment terminates on Friday of each week.
- 2.2 For the avoidance of doubt, these terms do not give rise to a contract of employment between the Agent and the Temporary Worker.
- 2.3 This assignment is not continuous with any previous period of work with any other clients of the Agent.
- 2.4 No variation or alterations of these terms shall be valid unless approved in writing by the Agent.

UNDERTAKING

3 An Associate of the Agent has undertaken with the Client, on receipt of all funds necessary to meet the Client's obligations to pay to the Temporary Worker the net remuneration due to him/her under his/her contract for services with the Client and to deduct and pay all Income Tax, National Insurance contributions and other amounts required to be deducted by law. For the avoidance of doubt, the Temporary Worker in respect of all amounts due from the Client saves to the extent of their own default.

OBLIGATIONS

- 4 The Temporary Worker is not obliged to accept the Assignment offered by the Agent but on acceptance (by attendance as required) he/she undertakes to fulfil the terms of that Assignment and as appropriate:
 - (i) to co-operate with the Client's staff and accept the direct supervision and instruction of any responsible person in the Client's organisation;
 - (ii) to observe any rules and regulations of the Client's establishment to which attention has been drawn or he/she might reasonably be expected to be aware of;
 - (iii) to conform to the normal hours of work currently in force at the Client's establishment unless arrangements have been made to the contrary;
 - (iv) to comply with the Health and safety policy of the Client and to take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be affected by his/her actions;
 - (v) not to engage in any conduct detrimental to the interests of the Client; and
 - (vi) not to offer his/her own services or the services of any third party to any Client without giving the Agent the opportunity to represent him/her.

- 5.6 Any Bank and statutory holidays taken will count as part of the Temporary Workers holiday entitlement and his/her holiday entitlement will be reduced accordingly.
- 5.7 None of the Provisions of this clause regarding the statutory entitlement to be paid leave shall affect the Temporary Workers' status as a self employed worker.

OBLIGATIONS

- 6 The Temporary Worker is not obliged to accept the Assignment specified but on acceptance (by attendance as required) he/she will supply his/her services to the Employment Business in order to enable it to supply services to the Client. The Temporary Worker undertakes as appropriate:
 - (i) to co-operate with the Client's staff and accept the direct supervision and instruction of any responsible person in the Client's organisation;
 - (ii) to observe any rules and regulations of the Client's establishment to which attention has been drawn or which the Temporary Worker might reasonably be expected to be aware of;
 - (iii) to conform to the normal hours of work currently in force at the Client's establishment unless arrangements have been made to the contrary;
 - (iv) to comply with the health and safety policy of the Client and to take all reasonable steps to safeguard his/her own safety and the safety of any person who may be affected by his/her actions;
 - (v) not engage in any conduct detrimental to the interest of the Client; and
 - (vi) not to offer his/her own services of any third party to any client without giving the Employment Business the opportunity to represent him/her.

TERMINATION

7 If the Temporary Worker fails to complete this Assignment, or fails to attend work for any reason this Assignment shall thereupon terminate and all outstanding remuneration shall become payable.

TIME SHEETS

- 8.1 At the end of each week the Temporary Worker shall deliver to the Employment Business a time sheet signed by the Temporary Worker and by an authorised representative of the Client confirming the number of hours worked by the Temporary Worker pursuant to the Assignment. The Employment Business shall not make any payment to the Temporary Worker unless a properly authenticated time sheet has been received.
- 8.2 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he/she is carrying out his/her activities or duties for the Company as part of the Assignment. Time spent travelling to the Company's premises, lunch breaks and other rest breaks shall not count as part of the Temporary's working time for these purposes.

CANCELLATION

- 9.1 The Employment Business may without notice and without liability (except for remuneration for hours worked on the Assignment) instruct the Temporary Worker to end an Assignment at any time.
- 9.2 If the Temporary Worker is unable for any reason to work on an Assignment he/she shall inform the Client and the Employment Business no later than 10.00am on the first day of absence to enable alternative arrangements to be made.

CONFIDENTIALITY

- 10.1 The Temporary Worker will not at any time divulge to any person, nor use for his/her own or any other person's benefit, any information in relation to the Client's or the Employment Business's employees, business affairs, transactions or finances.
- 10.2 Upon Termination of, or at any time during, the Assignment for whatever reason, the Temporary Worker shall deliver to the Client or the Employment Business all books, documents, papers, materials and other property (including copies thereof) belonging to or relating to the business of the Client or the Employment Business which may then be in his/her possession or under his/her control.

GOVERNING LAW

11 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

TERMINATION

5 If the Temporary Worker fails to complete this Assignment, or fails to attend work for any reason this Assignment shall thereupon terminate and all outstanding remuneration shall become payable.

TIME SHEETS

- 6.1 At the end of each week the Temporary Worker shall deliver to the Payroll Company a time sheet signed by the Temporary Worker and by an authorised representative of the Client confirming the number of hours worked by the Temporary Worker pursuant to the Assignment. The Temporary Worker acknowledges that neither the Client nor the Payroll Company shall be obliged to make any payment to the Temporary Worker unless a properly authenticated time sheet has been received.
- 6.2 For the avoidance of doubt and for the purposes of the Working Time regulations, the Temporary Worker's working time shall only be consist of those periods during which he/she is carrying out his/her activities or duties for the Company as part of the Assignment. Time spent travelling to the Company's premises, lunch breaks and other rest breaks shall not count as part of the Temporary's working time for these purposes.

CANCELLATION

- 7.1 The Agent may without notice and without liability (except for remuneration for hours worked on the Assignment) instruct the Temporary Worker to end an Assignment at any time.
- 7.2 If the Temporary Worker is unable for any reason to work on an Assignment he/she shall inform the Client and the Agent no later than 10.00am on the first day of absence to enable alternative arrangements to be made.

CONFIDENTIALITY

- 8.1 The Temporary Worker will not at any time divulge to any person, nor use for his/her own or any other person's benefit, any information in relation to the Client's or the Agent's employees, business affairs, transactions or finances.
- 8.2 Upon termination of, or at any time during, the Assignment for whatever reason, the Temporary Worker shall deliver to the Client or the Agent all books, documents, papers, materials and other property (including copies thereof) belonging to or relating to the business of the Client or the Agent which may then be in his/her control.

GOVERNING LAW

9.0 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.



3. TERMS OF REGISTRATION FOR LIMITED COMPANY CONTRACTORS

B (2) TERMS OF ENGAGEMENT OF LIMITED COMPANY CONTRACTORS

(These Terms are for use where the Contractor will be under the direction, supervision or control of the client i.e. the arrangement does not meet the tests of self-employment AND the limited company contractor HAS NOT opted out* of the protection of the Conduct Regulations 2003¹)

1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply: –

“Assignment”	means the period during which the Contractor is engaged by the Employment Business to render services to the Client.
“Client”	means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 requiring the services of the Contractor;
“Contractor”	means the Limited Company engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client;
“Employment Business”	means <i>Chameleon Personnel Services Ltd</i>
“Relevant Period”	means the longer period of either 14 weeks from the first ² day on which the Contractor worked for the Client, or 8 weeks from the day after the Contractor was last supplied by the Employment Business to the Client.

1.2. Unless the context requires otherwise references to the singular include the plural.

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

2. THE CONTRACT

2.1 These Terms constitute a contract for services between the Employment Business and the Contractor upon being signed on behalf of the Contractor and they govern all Assignments undertaken by the Contractor. However no contract shall exist between the Employment Business and the Contractor between Assignments.

2.2 For the avoidance of doubt these Terms shall not be construed as a contract between any individual supplied or any representative of the Contractor and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Contractor and set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.

¹ Conduct of Employment Agencies and Employment Businesses Regulations 2003

² The ‘first day’ will be the first occasion on which a Contractor is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment

3. ASSIGNMENTS

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Contractor. The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.2 The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Contractor and the Employment Business during periods when the Contractor is not working on an Assignment.
- 3.3 At the same time as an Assignment is offered to the Contractor the Employment Business shall inform the Contractor of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Contractor would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Contractor; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Contractor what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.
- 3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Contractor is being offered an Assignment in the same position as one in which the Contractor had previously been supplied within the previous five business days and such information has already been given to the Contractor.
- 3.5 If before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Contractor direct or through another employment business, the Contractor acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Contractor may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Contractor to a third party who subsequently engages the Contractor within the Relevant Period.

4. FEES

- 4.1. The Contractor will receive payment from the Employment Business calculated at a minimum hourly rate of £[6] being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears.
- 4.2. Subject to any agreement by the parties to the contrary the Contractor shall not be entitled to receive payment from either the Employment Business or the Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.
- 4.3 All payments will be made to the Contractor and the Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers or representatives ("Staff") for any Assignment.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than one [week/month] or is completed before the end of a week the Contractor shall deliver to the Employment Business the Employment Business's timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business by no later than *midday* on *Tuesday* the following week to which they relate. This timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that [week/month]. Such invoice should bear the Contractor's name, VAT number, and should state any VAT due on the invoice.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Contractor for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

- 5.3. Where the Contractor fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for hours not worked.

6. LIABILITY

- 6.1. The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff during an Assignment.
- 6.2. The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance [Professional Indemnity Insurance] and any other suitable policies of insurance in respect of the Contractor and its Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

7. CONTRACTOR'S OBLIGATIONS

- 7.1. The Contractor agrees on its own part and on behalf of its Staff as follows: -

- 7.1.1. Not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business.
- 7.1.2. To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Business or the Client.
- 7.1.3. To take all reasonable steps to safeguard its own health and safety and the health and safety of any other person who may be affected by its actions on the Assignment.
- 7.1.4. To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Staff including but not limited to the Working Time Regulations.
- 7.1.5. To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
- 7.1.6. To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
- 7.1.7. To furnish the Employment Business with any progress reports as may be requested from time to time.
- 7.1.8. Not to sub-contract to any third party any of the services which it is required to perform under any Assignment.
- 7.1.9. To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 7.1.10. To comply with all the requirements of VAT legislation and the Companies Act 1981.
- 7.1.11. If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why the individual supplied to do the work may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

8. ACKNOWLEDGEMENT

- 8.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Staff for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that any relevant member of its Staff 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.

8.1. COMPUTER EQUIPMENT WARRANTY

- 8.2. The Contractor shall ensure that any computer equipment and associated software that it provides to its Staff for the purpose of providing the services contains anti-virus protection with the latest released upgrade from time to time.

9. CONFIDENTIALITY

9.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Staff as follows:

- 9.1.1. Not at any time whether during or after an Assignment (unless expressly so authorised by the Client 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 confidential information of the Client;
- 9.1.2. To deliver up to the Client or the Employment Business (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 or the Staff during the course of the Assignment;
- 9.1.3. 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 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 Employment Business as appropriate.

10. TERMINATION

- 10.1. An Assignment may be terminated by either the Employment Business or the Contractor by giving the other party notice
- 10.2. Notwithstanding sub-clauses 11.1 and 11.5 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
 - 10.2.1. The Contractor has acted in breach of the rules and regulations applicable to the Client's own staff;
 - 10.2.2. The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
 - 10.2.3. The Contractor becomes insolvent, dissolved or subject to a winding up petition
 - 10.2.4. For any reason the Contractor proves unsatisfactory to the Client.
- 10.3. Failure by the Contractor to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.
- 10.4. If the Staff are unable for any reason to work on an Assignment the Contractor should inform the Employment Business by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.
- 10.5. The Contractor 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 Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

11. RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND CONSULTANCY

- 11.1. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the staff of the Contractor (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the staff are an employee of the Employment Business, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

13. NOTICES

- 13.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

14. LAW

14.1 These terms are governed by the law of [*England & Wales/Scotland/Northern Ireland] and are subject to the exclusive jurisdiction of the Courts of [*England & Wales/ Scotland/Northern Ireland] (**delete as applicable*).

0409