

CONTRACT FOR SERVICES – TEMPORARY MARKETING STAFF

1. DEFINITIONS

- a) In these Terms:

Assignment means the supply by the Firm to a Client of the Temporary to carry out marketing and related work

Client means any third party hirer to whom the Temporary is supplied by the Firm

Firm means The SR Group trading as Carter Murray

Temporary means the person whose name and address is set out below

Terms means these terms and conditions

- b) In these Terms words importing one gender shall be treated as importing any gender and words importing the singular shall be treated as importing the plural and vice-versa.

2. THESE TERMS

- a) All and any business undertaken by the Firm is transacted subject to these Terms, each of which shall be incorporated in any agreement between the Firm and the Temporary. For the purposes of these Terms, the Firm operates as an employment business supplying temporary workers.
- b) Each Temporary is engaged under a contract for services, the terms of which are set out in these Terms and which apply to each and every Assignment. These Terms shall not give rise to a contract of employment between the Firm and the Temporary. The Firm is not obliged to offer the Temporary any Assignments and no contract shall exist between the Firm and the Temporary between Assignments.
- c) In the event of a conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly agreed to the contrary by the Firm in writing. These Terms may only be varied if in writing and signed by a partner of the Firm.
- d) The Temporary shall be required to agree these Terms prior to the commencement of an Assignment.

3. ASSIGNMENTS

- a) The Temporary is under no obligation to accept an offer of an Assignment but, if he chooses to do so, he will owe the normal common law duties of a worker as far as they are reasonably applicable.
- b) The Firm is under no obligation to provide suitable work for the Temporary and these Terms create no ongoing responsibility on the Firm to obtain Assignments for, or offer Assignments to, the Temporary.

4. REMUNERATION

- a) The Firm shall pay remuneration to the Temporary calculated at such hourly (or daily/weekly) rate as may be agreed for each Assignment. The minimum rate of pay which the Firm reasonably expects to achieve for the Temporary is £8.50 per hour. The actual rate will be notified on a per assignment basis. The Firm shall pay the remuneration weekly in arrears. The remuneration is subject to deductions for income tax and national insurance contributions, or any other item for which the Firm is required by law to make deductions.
- b) The Temporary shall ensure that the Firm receives a valid time sheet duly authorised by the Client confirming the hours worked by the Temporary. The Firm will not withhold payment for hours worked by the Temporary on the basis that it has not received payment from the Client. However, where the Temporary fails to submit a properly authorised time sheet the Firm shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary 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 Temporary.
- c) The Firm will not pay the Temporary on any basis other than as set out in these Terms unless expressly agreed by the Firm in writing.

5. STATUTORY LEAVE

- a) For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary starts an assignment or series of Assignments.
- b) Under the Working Time Regulations the Temporary is entitled to 5.6 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. Any untaken leave will be forfeited. The Temporary may not work more than 46.4 weeks in any leave year.
- c) Where a Temporary wishes to take paid leave during the course of an Assignment the Temporary should notify the Firm (and Client) in writing of the dates of the intended absence giving notice of at least 10 working days. In certain circumstances the Firm retains the right to require the Temporary to postpone or reduce the amount of leave requested and will endeavour to inform the Temporary giving notice of at least 5 working days.
- d) Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary on Assignment during the leave year. The amount of payment which the Temporary will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary has worked on Assignment.

- e) In the course of any Assignment during the first leave year the Temporary is entitled to request leave at the rate of 1/12th of the Temporary's total holiday entitlement in each month of the leave year.
- f) Where this contract is terminated by either party and a P45 requested, the Temporary shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than that accrued under 5d) above.
- g) None of the provisions of this clause regarding the statutory entitlement to be paid leave shall affect the Temporary's status as a self-employed worker.

6. CONFIDENTIALITY

The Temporary recognises that in the course of performing an Assignment he will have access to commercially sensitive information concerning the business affairs of the Client. The Temporary shall treat this information as strictly confidential and not disclose it to any third party nor use it for his own or any other person's benefit, either during an Assignment or at any time afterwards and will return any material containing such information at the end of each Assignment. The Temporary also agrees to sign a confidentiality agreement if requested to do so by a Client.

7. RESPONSIBILITY

The Temporary is not obliged to accept any Assignment; however, if the Temporary does so, he agrees at all times:

- a) not to engage in any conduct detrimental to the interests of the Firm or the Client;
- b) to be present during the agreed hours for each day and week. In this respect the Temporary agrees that he may from time to time be required to work for more than a weekly average of 48 hours, in any period of 17 consecutive weeks. The Temporary may withdraw from this undertaking by giving the Firm not less than one month's notice in writing;
- c) to take all reasonable steps to safeguard his own safety and the safety of any other person who may be impacted by his actions at the place of work;
- d) to comply with all the disciplinary rules and obligations in force at the place of work (to the extent that they are applicable);
- e) to comply with all reasonable instructions and requests within the scope of the Assignment made by the Client.

8. TERMINATION

- a) The Temporary may terminate an Assignment by giving the Firm one week's prior notice in writing.
- b) Notwithstanding the provisions of 8a) above, either the Firm or the Client may terminate an Assignment at any time.
- c) The Firm shall pay remuneration earned by the Temporary up to the time of termination of the Assignment and the Temporary is not entitled to any remuneration in respect of any period after termination.

9. DATA PROTECTION

- a) The Temporary acknowledges and agrees that the Firm will collect and retain personal information about the Temporary to enable the Firm to offer and run suitable Assignments.
- b) The Temporary authorises the Firm:
- to permit personal information to be processed by the Firm, its authorised officers and employees and to provide personal information to Clients for the purposes specified above; and
 - to provide personal information where applicable for the purposes of complying with taxation, employment and other applicable laws.

10. MISCELLANEOUS

- a) During the period of an Assignment:
- the Temporary must contact the Firm prior to discussing with the Client any issues arising in connection with the Assignment and the Firm may at its absolute discretion seek to negotiate with the Client on the Temporary's behalf to seek a resolution of any issue arising in connection with the Assignment;
 - if the Temporary has any issue in connection with an Assignment, the conduct of or relations with the Client or any employee of the Client, he should raise it with the Firm.
- b) These Terms and any agreement between the Firm and the Temporary shall be governed by English law and the Firm and the Temporary submit to the non-exclusive jurisdiction of the English courts.

NAME OF TEMPORARY:

SIGNATURE:

DATE: