

CONTRACT FOR SERVICES – TEMPORARY MARKETING STAFF – COMPANIES

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 company whose name and address is set out below
- Terms** means these terms and conditions
- Worker** means the individual supplied by the Temporary for an Assignment
- b) In these Terms words importing one gender shall be treated as importing any gender, words importing the singular shall be treated as importing the plural and vice-versa and words importing individuals shall be treated as importing companies 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 Worker. 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 it chooses to do so, it and the Worker 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. FEES

- a) The Firm shall pay a fee to the Temporary calculated at such hourly (or daily/weekly) rate as may be agreed for each Assignment, plus VAT (where applicable). The minimum fee rate which the Firm reasonably expects to achieve for the Temporary is £8.50 per hour. The Firm shall pay the fee weekly in arrears upon presentation of an invoice by the Temporary in accordance with applicable VAT regulations.
- 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 Temporary shall ensure that the Worker receives any holiday entitlement and holiday pay that may be due to the Worker.
- d) 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.
- e) The Temporary shall be solely responsible for the payment of tax and National Insurance contributions in respect of the fees payable to the Temporary under this Agreement and the Temporary shall account for such tax, VAT and National Insurance contributions to the relevant authorities. The Temporary shall fully and promptly indemnify the Firm in respect of any claims or demands that may be made by any relevant authority against the Firm in respect of income tax or National Insurance contributions relating to the Temporary's or the Worker's work under the Assignment, together with all costs, expenses, interest and demands that may be incurred by the Firm in connection with such claims or demands.

5. CONFIDENTIALITY

The Temporary recognises that in the course of performing an Assignment it will have access to commercially sensitive information concerning the business affairs of the Client. The Temporary shall, and shall procure that the Worker 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, and shall procure that the Worker will, return any material containing such information at the end of each Assignment. The Temporary also agrees to sign, and to procure that the Worker signs, a confidentiality agreement if requested to do so by a Client.

6. RESPONSIBILITY

- a) The Temporary shall provide all information concerning the Worker's experience, training, qualifications and authorisations as may be required either by the Firm or by the Client in connection with the Assignment in order to enable the Firm and the Client to decide whether the Temporary is suitable for the Assignment.
- b) The Temporary is not obliged to accept any Assignment; however, if the Temporary does so, it shall, and shall procure that the Worker shall, at all times:
- not engage in any conduct detrimental to the interests of the Firm or the Client;
 - be present during the agreed hours for each day and week;
 - take all reasonable steps to safeguard the Worker's own safety and the safety of any other person who may be impacted by his actions at the place of work;
 - comply with all the disciplinary rules and obligations in force at the place of work (to the extent that they are applicable);
 - comply with all reasonable instructions and requests within the scope of the Assignment made by the Client.

7. TERMINATION

- a) The Temporary may terminate an Assignment by giving the Firm one week's prior notice in writing.
- b) Notwithstanding the provisions of 7a) above, either the Firm or the Client may terminate an Assignment at any time.
- c) The Firm shall pay the fees earned by the Temporary up to the time of termination of the Assignment and the Temporary is not entitled to any fees in respect of any period after termination.

8. DATA PROTECTION

- a) The Temporary acknowledges and agrees that the Firm will collect and retain personal information about the Worker to enable the Firm to offer and run suitable Assignments.
- b) The Temporary warrants that the Worker 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 if required by law.

9. 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, it 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 nonexclusive jurisdiction of the English courts.

NAME OF TEMPORARY:

SIGNATURE:

DATE:

NOTICE

By signing below the Temporary and the Worker elect that the Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall not apply to this Agreement pursuant to Regulation 32(9) of those Regulations.

For and on behalf the Temporary:

The Worker: