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DATED

FLORENCE STAFFING LTD ("FLORENCE")

and

[NAME & ADDRESS]

▪

TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

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THIS AGREEMENT is made

BETWEEN

- (1) **FLORENCE STAFFING LTD ("FLORENCE")** incorporated and registered in England and Wales with company number 10434349 whose registered office is at 201 Haverstock Hill, Second Floor C/O Fkgb, London, NW3 4QG ("**Employment Business**", "**we**", "**us**").
- (2) **[NAME AND ADDRESS]** ("**Temporary Worker**", "**you**").

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to this agreement.

1 **"Assignment"** the temporary services to be carried out by the Temporary Worker for the Client, as more particularly described in clause 3 and in the Booking Placement Form;

2 **"AWR 2010"** the Agency Workers Regulations 2010 (*SI 2010/93*);

3 **"Booking Placement Confirmation"** confirmation of the detail of a particular Assignment provided to the Temporary Worker on acceptance of that Assignment (in the form used by the Employment Business from time to time, as at the date of this agreement, such confirmation is accessible on the Temporary Worker's account page on the Employment Business's website);

4 **"Business Day"** a day other than a Saturday, Sunday or bank holiday;

5 **"Calendar Week"** shall have the meaning in regulation 7(4) of the AWR 2010.

6 **"Client"** the person, firm, partnership, company or Group Member (as the case may be) to whom the Temporary Worker is introduced or supplied by the Employment Business;

7 **"Conduct Regulations 2003"** the Conduct of Employment Agencies and Employment Business Regulations 2003 (*SI 2003/3319*);

8 **"Confidential Information"** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs, strategies, patents, personal data, trade secrets and finances of the Client, the Employment Business or any Group Member which is a trade secret or otherwise confidential to the Client, the Employment Business or any Group Member, or any of their suppliers, customers, agents, patients, distributors, shareholders, management or business contacts, including (but not limited to) information that the Temporary Worker creates, develops, receives or obtains in connection with the Assignment, whether or not such information is marked confidential.

9 **"Engage"** means the employment of a Temporary Worker or the engagement directly or indirectly through any employment business other than through the Employment Business (whether for a definite or indefinite period) of a Temporary Worker as a direct result of any Introduction or Assignment to the Client and the term **Engaged** shall be construed accordingly.

10 **"Group Member"** means the Employment Business and any "group undertaking" (as defined in section 1161 of the Companies Act 2006) of the Employment Business;

11 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software,

database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

12 **"Introduce"** means the provision to the Client of information by the Employment Business which identifies the Temporary Worker and **Introduction** and **Introduced** shall be construed accordingly.

13 **"Introduction Fee"** mean a fee payable by the Client to the Employment Business in the circumstances set out in clause 4.

14 **"Other Qualifying Period Payment"** any remuneration payable to the Temporary Worker (other than the Qualifying Period Rate of Pay), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2010);

15 **"Qualifying Period"** 12 continuous Calendar Weeks, as defined in regulation 7 of the AWR 2010, subject always to regulations 8 and 9 of the AWR 2010;

16 **"Qualifying Period Rate of Pay"** the rate of pay that will be paid to the Temporary Worker on completion of the Qualifying Period, if this rate is higher than the Rate of Pay. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions that the Employment Business is required to make by law and to any deductions that the Temporary Worker has specifically agreed can be made;

17 **"Rate of Pay"** the rate of pay that will be paid to the Temporary Worker prior to completion of the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions that the Employment Business is required to make by law and to any deductions which the Temporary Worker has specifically agreed can be made;

18 **"Relevant Period"** shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003;

19 **"Relevant Terms and Conditions"** the relevant terms and conditions as defined in regulation 6 of the AWR 2010 that apply once the Temporary Worker has completed the Qualifying Period;

20 **"Required Assignment Information"** shall have the meaning set out at clause 3.3;

21 **"Temporary Worker"** a worker Introduced and supplied by the Employment Business to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010;

22 **"Temporary Work Agency"** shall have the meaning set out in regulation 4(1) of the AWR 2010;

23 **"Vulnerable Person"** shall have the meaning set out in regulation 2 of the Conduct Regulations 2003;

24 **"WTR 1998"** the Working Time Regulations 1998 (*SI 1988/1833*).

1.2 In this agreement:

(a) reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;

- (b) reference to the singular includes a reference to the plural and vice versa;
- (c) reference to any clause is to a clause (as the case may be) of or to this agreement;
- (d) reference to any gender includes a reference to all other genders; and
- (e) references to persons include bodies corporate, unincorporated associations and partnerships and any reference to any party who is an individual is also deemed to include their respective legal personal representative(s)

The agreement

- 1.3 These terms set out the entire agreement between the Employment Business and the Temporary Worker for the supply of services to the Client and shall govern all Assignments undertaken by the Temporary Worker (including, for the avoidance of doubt, where the Temporary Worker undertakes an Assignment without having signed these terms). No contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 1.4 The first Assignment will start on the date that (i) the information at clause 2.4 below is notified to the Temporary Worker; and (ii) the Temporary Worker notifies the Employment Business that it accepts the Assignment. The Employment Business will also notify the Temporary Worker of the start date of any subsequent Assignment.
- 1.5 For the avoidance of doubt, this agreement constitutes a contract for services and not a contract of employment between the Employment Business and the Temporary Worker or the Temporary Worker and the Client. The Temporary Worker has the status of worker and is not an employee. This means that the Temporary Worker may not have the same terms and conditions, protections, or obligations as someone who works as an employee.
- 1.6 For the purposes of the Conduct Regulations 2003, the Employment Business acts as an Employment Business in relation to the Introduction and supply of the Temporary Worker to the Client.

2. Assignments

- 2.1 No probationary period applies to the Temporary Worker's engagement by the Employment Business.
- 2.2 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker. The Employment Business is not obliged to offer an Assignment to the Temporary Worker and the Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 2.3 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Temporary Worker agrees that suitability of an Assignment shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer Assignments of any type to the Temporary Worker.
- 2.4 Except as provided below, at the same time as an Assignment is offered to the Temporary Worker, the Employment Business shall provide the Temporary Worker with the following information (the "**Required Assignment Information**") which shall be accessible to the Temporary Worker by accessing the Booking Placement Confirmation:
 - (a) the identity of the Client, and if applicable the nature of its business;
 - (b) the date the Assignment is to commence and the duration or likely duration of the Assignment;
 - (c) the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work;
 - (d) the Rate of Pay and any expenses payable by or to the Temporary Worker;
 - (e) 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; and
 - (f) the experience, training, qualifications and any authorisation which the Client

considers are necessary or which are required by law or a professional body for the Temporary Worker to possess in order to work in the Assignment.

- 2.5 It is anticipated that the Temporary Worker will either be a nurse or an unregistered nursing auxiliary who is directly supervised by a nurse or an unregistered nursing auxiliary and as part of the Assignment will be working in a care home with nursing. For any nursing auxiliary the Temporary Worker will be expected to perform duties that include the provision of medical, as well as personal, care.

- 2.6 It is anticipated that the services the Temporary Worker will provide during Assignments will be care services provided either under the direct supervision of a healthcare professional or in a hospital or nursing home, hospice, or other state-regulated health institution.
- 2.7 Where the Required Assignment Information is not given in paper form or by electronic means, the Employment Business shall confirm it in writing (including, but not limited to, electronically) as soon as possible and in any event no later than the end of the third Business Day following the day on which the Assignment was offered to the Temporary Worker.
- 2.8 Unless the Temporary Worker requests otherwise, clause 3.3 will not apply where the Temporary Worker is being supplied to the Client to work in the same position as one in which the Temporary Worker has previously been supplied within the previous five Business Days and the Required Assignment Information (with the exception of the date or likely duration of the Assignment) is the same as that already given to the Temporary Worker.
- 2.9 Subject to clause 3.6 and clause 3.8, where the Assignment is intended to last for five consecutive Business Days or less and the Required Assignment Information has previously been given to the Temporary Worker and remains unchanged, the Employment Business shall only provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 2.10 Where the provisions of clause 3.7 have been met but the Assignment extends beyond the intended five consecutive Business Day period, the Employment Business shall provide the remaining Required Assignment Information to the Temporary Worker in paper or electronic form within eight Business Days of the start of the Assignment or by the end of the Assignment, if sooner.
- 2.11 If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or completes the Qualifying Period during the relevant Assignment, the Temporary Worker will be informed of the Qualifying Period Rate of Pay if different from the Rate of Pay, together with the Other Qualifying Period Payments and the other Relevant Terms and Conditions to which the Temporary Worker is now entitled under the AWR 2010.
- 2.12 If the Temporary Worker considers that they have not received the Relevant Terms and Conditions on completion of the Qualifying Period, the Temporary Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of their concerns. The Employment Business shall, within 28 days of receiving such request, provide the Temporary Worker with a written statement setting out:
- (a) relevant information relating to the basic work and employment conditions of the workers of the Client;
 - (b) the factors that the Employment Business considered when determining such basic work and employment conditions; and
 - (c) where the Employment Business seeks to rely on the defence in regulation 5(3) of the AWR 2010, relevant information which:
 - (i) explains the basis on which it is considered that an individual is a comparable employee; and
 - (ii) describes the basic work and employment conditions which apply to that employee.

3. Temporary to permanent

- 3.1 The Temporary Worker acknowledges that the Employment Business will be entitled to charge the Client the Introduction Fee where:
- (a) the Client Engages the Temporary Worker within the Relevant Period; or
 - (b) the Client introduces the Temporary Worker to a third party (other than another employment business) who subsequently Engages the Temporary Worker within the Relevant Period.
- 3.2 The Introduction Fee will not be payable in the circumstances described in clause 4.1(a) if the Client agrees to extend the period of the Assignment for a specified period at the end of which the Temporary Worker may be Engaged by the Client without further charge.

4. Temporary worker's obligations

- 4.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business. If the Temporary Worker does accept an Assignment, the Temporary Worker shall:
- (a) co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - (b) observe any relevant rules and regulations of the Client's organisation (including normal hours of work) of which the Temporary Worker has been informed or of which the Temporary Worker should be reasonably aware;
 - (c) comply with all requirements of the Employment Business in the completion and renewal of all mandatory checks, including but not limited to the Temporary Worker's right to work in the United Kingdom;
 - (d) where the Assignment involves working with any Vulnerable Persons, provide the Employment Business with copies of any relevant qualifications or authorisations including an up-to-date Disclosure and Barring Service certificate and two references which are from persons who are not related to the Temporary Worker;
 - (e) take all reasonable steps to safeguard their 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 of the Client;
 - (f) not engage in any conduct detrimental to the interests of the Employment Business or the Client;
 - (g) comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business, including without limitation, any equal opportunities or non-harassment policies; and
 - (h) comply with all applicable medical care, and/or safeguarding requirements, guidelines, or regulations (as these may be varied from time to time relevant to any particular Assignment).
- 4.2 If the Temporary Worker accepts any Assignment offered by the Employment Business, as soon as possible before the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business's request, the Temporary Worker undertakes to:
- (a) inform the Employment Business of any Calendar Weeks whether before the date of commencement of the relevant Assignment or during the relevant Assignment in which the Temporary Worker has worked in the same or a similar role with the

Client via any third party;

- (b) provide the Employment Business with all the details of such work, including (without limitation) details of when, where and the period(s) during which such work was undertaken, the role performed and any other details requested by the Employment Business; and
- (c) inform the Employment Business if before the date of the commencement of the relevant Assignment the Temporary Worker has:
 - (i) completed two or more assignments with the Client;
 - (ii) completed at least one assignment with the Client and one or more assignments with a member of the Client's Group; or
 - (iii) worked in more than two roles during an assignment with the Client and on at least two occasions has worked in a role that was not the same role as the previous role.

4.3 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment, they should first inform the Employment Business at least one hour before their normal start time. If this is not possible, the Temporary Worker should inform the Client and then the Employment Business as soon as possible.

4.4 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why they may not be suitable for an Assignment, they shall notify the Employment Business without delay.

5. Remuneration

5.1 Subject to the Temporary Worker submitting properly authorised time sheets in accordance with clause 8, the Employment Business shall pay the Rate of Pay to the Temporary Worker subject to prior deductions for income tax and national insurance contributions (and any other withholdings the Employment Business is required to make by law) until the Temporary Worker completes the Qualifying Period. The Rate of Pay will be set out in the relevant Booking Placement Form for a particular Assignment.

5.2 Subject to the Temporary Worker submitting properly authorised time sheets in accordance with clause 8, if the Temporary 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 Employment Business shall pay to the Temporary Worker:

- (a) the Qualifying Period Rate of Pay; and
- (b) the Other Qualifying Period Payments,

which will be set out in the relevant Booking Placement Form.

5.3 Subject to any applicable statutory entitlement and to clause 9 and clause 10, the Temporary Worker is not entitled to receive payment from the Employment Business or the Client for time not spent working on the Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.

6. Benefits

The Temporary Worker is not entitled to any benefits.

7. Time sheets

7.1 The Temporary Worker has no normal hours of work and will be required to work the hours

and days as required by the Client during the Assignment. The Temporary Worker's hours and days of work will vary according to the needs of the Client but the Temporary Worker will be notified of the hours and days they will be required to work in advance of accepting the Assignment (as specified in clause 3.4).

- 7.2 The Temporary Worker shall deliver to the Employment Business a completed timesheet by no later than 3pm on each Thursday during a week in which the Temporary Worker carried out any work on any Assignment. The Employment Business reserves the right to change this cut off time as required. The time sheet must indicate the number of hours worked during the applicable week (or such lesser period). Time sheets must be approved by the Employment Business and submission of a timesheet by the Temporary Worker does not imply that the Employment Business has approved the hours submitted on a timesheet.
- 7.3 Subject to clause 8.4, the Employment Business shall pay the Temporary Worker for all approved hours worked (at the pay intervals agreed between the Temporary Worker and the Employment Business relating to each Assignment) regardless of whether the Employment Business has received payment from the Client for those hours.
- 7.4 Where the Temporary Worker fails to submit a properly authorised timesheet by 10:00 am each Friday during a period in which they have worked an Assignment at any time in the previous seven calendar days, any payment due to the Temporary Worker may be delayed while the Employment Business investigates (in a timely fashion) what hours, if any, were worked by the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.
- 7.5 For the avoidance of doubt and for the purposes of the WTR 1998, the Temporary Worker's working time shall only consist of those periods during which they are carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises (with the exception of time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes. This clause 8.5 is subject to the Employment Business' obligations to provide the Temporary Worker with the Relevant Terms and Conditions on completion of the Qualifying Period.
- 7.6 The Temporary Worker acknowledges and accepts that it could be a criminal offence under the Fraud Act 2006 to falsify any time sheet, for example by claiming payment for hours that were not actually worked.

8. Annual leave

- 8.1 The Temporary Worker is entitled to paid holiday which shall accrue at the rate of 12.07% of hours worked.
- 8.2 Holiday shall also accrue during periods of sick leave at the rate of 12.07% of the Temporary Worker's average weekly working hours calculated over the previous 52 weeks (or since the start of the Assignment, if less). Working and non-working weeks shall be included in the calculation but weeks in which the Temporary Worker has taken any sick leave shall be ignored and earlier weeks taken into account, going back no more than two years.
- 8.3 On completion of the Qualifying Period, the Temporary Worker may be entitled to paid and/or unpaid annual leave in addition to the Temporary Worker's entitlement under clause 9.1. In those circumstances, the Employment Business will inform the Temporary Worker in the relevant Booking Placement Form of any such entitlement, the date from which such entitlement will commence and how payment for such entitlement accrues.
- 8.4 The Employment Business's holiday year runs from 1 January to 31 December. The Temporary Worker's initial holiday year runs from the start date of the first Assignment under this contract until the end of the Employment Business's current holiday year, and will then align with the Employment Business's holiday year.

- 8.5 The Temporary Worker shall select their own shifts during Assignments and should therefore take their holiday between selected shifts. If the Temporary Worker decides to take holiday during one of the shifts they have previously selected, they should follow the process for shift cancellation in accordance with the Employment Business' policies in place from time to time before taking holiday at that time.
- 8.6 The Temporary Worker may only take as many hours holiday on any given day as the Temporary Worker usually works in a day (or, if the Temporary Worker's working hours vary, the Temporary Worker may not take more hours holiday on any given day than the average number of hours the Temporary Worker has worked per day in the preceding 3 months) and the Temporary Worker may only take as many days holiday in any given week as there are working days in that week.
- 8.7 An Assignment may include work on public holidays, in which case any request to take holiday on a public holiday must be approved in the usual way. Holiday taken on public holidays shall count towards the Temporary Worker's paid holiday entitlement under this contract.
- 8.8 Holiday can only be taken in the holiday year in which it accrues otherwise it will be lost. However, Holiday may be carried over if the Temporary Worker has been unable to take it in the holiday year in which it accrued due to being on sick leave. It will be lost if not taken within 18 months of the end of the holiday year in which it accrued.
- 8.9 The Temporary Worker will receive rolled-up holiday pay for the holiday accrued in each pay period and will not receive any further holiday pay at the time holiday is taken. Rolled-up holiday pay will be equal to:
- (a) 12.07% of pay for work done in each pay period;
 - (b) for periods of sick leave, the average rate of rolled-up holiday pay, calculated over the previous 52 weeks (or since the start of the Assignment, if less than 52 weeks).
- 8.10 At the end of the Assignment the Temporary Worker shall be entitled to be paid in lieu of accrued but untaken holiday for the holiday year in which termination takes place. The payment in lieu shall be based on the average hourly rate calculated in accordance with clause 9.9.
- 8.11 If the Temporary Worker has taken more holiday than their accrued entitlement at the end of the Assignment, the Employment Business shall be entitled to deduct the appropriate amount from any payments due to the Temporary Worker. The amount of such deduction will be based on the average hourly rate calculated in accordance with clause 9.9 for each hour of excess holiday.

9. Sickness absence

- 9.1 If the Temporary Worker is absent from work for any reason, they must notify the Employment Business of the reason for their absence as soon as possible but no later than one hour before the scheduled start time of their working day on any particular Assignment.
- 9.2 If the Temporary Worker satisfies the qualifying conditions laid down by law, they may be entitled to receive Statutory Sick Pay (**SSP**) at the prevailing rate in respect of any period of sickness or injury during the Assignment. The Temporary Worker will not be entitled to any other payments during such period.
- 9.3 The Temporary Worker's "qualifying days" for SSP purposes are limited to those days on which the Temporary Worker was scheduled to be working on an Assignment (and which such working days on Assignment had been booked, and confirmed by the Employment Business, prior to commencement of the sickness absence). We will inform you if you are

entitled to SSP at the relevant time.

- 9.4 If any period of sickness absence lasts for seven consecutive calendar days or more, the Temporary Worker must provide an appropriate medical certificate from a doctor to the Employment Business for the period of sickness absence and then at weekly intervals thereafter during the whole period of sickness absence.

10. Other paid leave

During the Assignment the Temporary Worker is not entitled to any other paid leave.

11. Training

The Employment Business provides optional training requirements in relation to the Temporary Worker. Details of the Employment Business's policies regarding the provision of training are available upon request from the Governance team.

12. Termination

- 12.1 The Employment Business or the Temporary Worker may terminate this agreement with immediate effect at any time by giving written notice to the other.
- 12.2 The Employment Business, the Client or the Temporary Worker may terminate any Assignment at any time without prior notice or liability.
- 12.3 The Temporary Worker acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between the Employment Business and the Client. If that agreement is terminated for any reason, the Assignment.

shall cease with immediate effect without liability to the Temporary Worker, except for payment for work done up to the date of termination of the Assignment.

- 12.4 Unless exceptional circumstances apply, the Temporary Worker's failure to inform the Client or the Employment Business of their inability to attend work as required by clause 4.3 will be treated as termination of the Assignment by the Temporary Worker.
- 12.5 If the Temporary Worker is absent during the course of an Assignment and the Assignment has not otherwise been terminated, the Employment Business will be entitled to terminate the Assignment in accordance with clause 13.1 if the work to which the Temporary Worker was assigned is no longer available.
- 12.6 If you **want us** to remove your name from our bank of casual/zero hours staff and no longer want to be considered for casual work you should notify us, in writing, as soon as possible.
- 12.7 We reserve the right to remove your name from our bank of temporary staff at any time but, in particular, if you reject offers of work or fail to attend for agreed assignments as detailed above in clause 4.1 regarding the acceptance of assignments'.

13. Intellectual property rights

The Temporary Worker acknowledges that all Intellectual Property Rights deriving from services carried out by the Temporary Worker for the Client during the Assignment shall belong to the Client. Accordingly, the Temporary Worker shall execute all such documents and do all such acts as the Client shall from time to time require in order to give effect to the Client's rights pursuant to this clause.

14. Our rules and procedures

When you are working on an assignment, you must comply with the relevant rules, policies and procedures which are in place.

15. Confidentiality

- 15.1 In order to protect the confidentiality and trade secrets of the Employment Business and the Client, the Temporary Worker agrees, subject to clauses 16.2 and 16.3, not at any time:
- (a) 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 their duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business; or
 - (b) to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or the Employment Business except when required to do so in the course of the Temporary Worker's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Client or the Employment Business, as appropriate.
- 15.2 The restriction in clause 16.1 does not apply to:
- (a) any use or disclosure authorised by the Client or the Employment Business or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Temporary Worker's unauthorised disclosure; or
 - (c) the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

15.3 Nothing in this clause 16 shall prevent the Temporary Worker or, where applicable, the Employment Business (or any of its officers, employees, workers or agents) from:

- (a) reporting a suspected criminal offence to the police or any law enforcement agency or disclosure co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- (c) whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- (d) complying with an order from a court or tribunal to disclose or give evidence;
- (e) disclosing information to any person who owes a duty of confidentiality (which the Temporary Worker and the Employment Business agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in the case of the Temporary Worker, persons providing them with medical, therapeutic, counselling or support services (providing they owe the Temporary Worker a duty of confidentiality which remains unwaived); or
- (f) making any other disclosure as required by law.

15.4 At the end of each Assignment or on request the Temporary Worker agrees to deliver up to the Client or the Employment Business (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client which are in its possession, including any data produced, maintained or stored on the Client's computer systems or other electronic equipment.

16. Our property

16.1 All documents, materials, hardware and software that we provide to you for use during an assignment, and all information and documents that you produce during an Assignment remain our property.

16.2 Unless we instruct you otherwise, at the end of each Assignment (and at any other time when we ask you) you must return to us all property, equipment, records, correspondence, documents, files, Confidential Information and other information belonging to, or in any way relating to the business and affairs of, the Employment Business, a Group Member or the Client which is in your possession or custody or under your control including, without limitation, passes, keys, credit cards, fuel cards, mobile telephones, tablet computers or memory sticks and documents, correspondence, files, reports and all copies, extracts or summaries thereof. You must also delete, irretrievably, any information relating to our, a Group Member's or the Client's business that you have stored on any electronic or digital storage or memory device that does not belong to us, a Group Member or the Client.

17. Data protection

17.1 The Employment Business and the Client will collect and process information relating to the Temporary Worker in accordance with the Employment Business's privacy notice. The Temporary Worker is required to sign and date the privacy notice.

17.2 The Temporary Worker shall comply with the data protection policy of both the Employment Business and the Client when handling personal data including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Employment Business or Client.

17.3 Failure to comply with the data protection policy and/or any of the policies listed in this clause may be dealt with under the Employment Business's or the Client's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

18. Pensions

18.1 If you are eligible we will automatically enrol you into our Pension Scheme. Within a month of being enrolled in the Scheme, you can send us an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

19. Disciplinary and grievance procedures

19.1 The Temporary Worker's attention is drawn to the disciplinary rules and procedure, and grievance procedure, applicable to their engagement, copies of which are available from the Care Professionals Handbook. These rules and procedures do not form part of this agreement.

19.2 If the Temporary Worker wishes to appeal against a disciplinary decision, they may apply in writing to the Head of Governance in accordance with the Employment Business' disciplinary procedure.

19.3 If the Temporary Worker wishes to raise a grievance, they may apply in writing to incidents@florence.co.uk in accordance with the Employment Business' grievance procedure.

20. Deductions

20.1 During or on termination of any assignment, we shall be entitled to deduct from your pay the following:

- the amount of any overpayment of salary, sick pay, holiday pay, bonus or other benefits;
- the amount of any outstanding loans and advances made to you by the organisation;
- any amount due by virtue of any Training Fees Agreement you have entered into with the organisation;
- the reasonable cost of making good any loss or damage to our property or any shortfall of cash for which you were responsible caused by your wilful act, carelessness or negligence; and

any other sums owed by you to the organisation.

21. Warranties and indemnities

21.1 The Temporary Worker warrants that:

- (a) the information supplied to the Employment Business in any application documents is correct;
- (b) the Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for the Temporary Worker to possess in order to perform the Assignment;

- (c) the Temporary Worker is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Temporary Worker's obligations under this agreement; and
- (d) the Temporary Worker has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.

22. No partnership or agency

- 22.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. Collective agreements

- 23.1 There is no collective agreement that directly affects the Temporary Worker's engagement as a worker.

24. Entire agreement

- 24.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 24.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives). A written copy of the varied terms, including the date from which they take effect, shall be given to the Temporary Worker no later than the fifth Business Day following the day on which the variation was agreed.
- 24.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 24.5 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 24.6 Third Party rights: No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

25. Notices

- 25.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be:
 - (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this agreement or as otherwise notified in writing to the other party; or
 - (b) sent by email to **[insert email address]**.

- 25.2 Unless proved otherwise, any such notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission.
- 25.3 If deemed receipt under clause 27.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 27.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 25.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Severance

- 26.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 26.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

SIGNED by
FLORENCE STAFFING LTD
("FLORENCE")



SIGNED by
NAME: NAME

SIGNATURE