

## Agreement For the Engagement of Temps (PAYE)

This agreement is made on [[current\_date]] ("the Effective Date")

### BETWEEN

- (1) **Blueberry Creative Consultants Limited**, a company incorporated in England and Wales under company number 04379194 and whose registered office is at is 10 Redan House 27 Redan Place, London, W2 4SA ("**Employment Business**"); and
- (2) **Temporary Worker** as set out in the Assignment Schedule.

IT IS AGREED as follows:

### 1. Interpretation and Definitions

- 1.1. Unless the context otherwise requires, references to the singular include the plural.
- 1.2. Headings contained in this Agreement are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 1.3. In this Agreement -
  - "**Agreement**" means these terms and conditions together with the Assignment Schedule;
  - "**Assignment**" means the period during which the Temporary Worker is engaged on a temporary basis to provide the Services;
  - "**Assignment Schedule**" means the schedule confirming the details of the Assignment;
  - "**AWR**" means the Agency Workers Regulations 2010 (as amended);
  - "**Client**" means the person, firm or corporate body as specified within the Assignment Schedule together with any subsidiary or associated company as defined by section 1159 of the Companies Act 2006 and includes any third party for whom the Temporary Worker provides services pursuant to this Agreement on behalf of the Client;
  - "**Conduct Regulations**" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);
  - "**Data Controller**" means "controller" in accordance with the General Data Protection Regulation (EU) 2016/679
  - "**Data Protection Legislation**" means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation –
    - (a) the Data Protection Act 2018;
    - (b) the General Data Protection Regulation (EU) 2016/679;
    - (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and
    - (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679;
  - "**Data Subject**" means as set out in, and will be interpreted in accordance with Data Protection Legislation;
  - "**Personal Data**" means as set out in, and will be interpreted in accordance with Data Protection Legislation;
  - "**Personal Data Breach**" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with this Agreement;
  - "**Privacy Notice**" means the document provided by the Employment Business to the Temporary Worker relating to privacy of the Temporary Worker's Personal Data;
  - "**Process**" means as set out in, and will be interpreted in accordance with Data Protection Legislation and "**Processed**" and "**Processing**" will be construed accordingly;

**“Force Majeure”** means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected, including strikes, lockouts or other industrial disputes;

**“Qualifying Period”** means as defined within regulation 7 of the AWR;

**“Relevant Period”** means whichever of the following periods ends later -

- (a) the period of eight weeks commencing on the day after the day on which the Temporary Worker last worked for the Client pursuant to the Assignment; or
- (b) the period of fourteen weeks commencing on the first day on which the Temporary Worker first commenced the Assignment with the Client;

**“Services”** means the work to be performed by the Temporary Worker for the Client pursuant to this Agreement; and

**“Temporary Worker”** means the individual named in the Assignment Schedule who is supplied to the Client by the Employment Business on a PAYE basis under a contract for services.

## 2. The Contract

- 2.1. These terms and conditions constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker.
- 2.2. This Agreement together with the Assignment Schedule constitutes the entire agreement between the Employment Business and the Temporary Worker, and it supersedes all previous agreements between the parties in relation to the subject matter hereof and governs all Assignments undertaken by the Temporary Worker. No contract will exist between the Employment Business and the Temporary Worker between Assignments.
- 2.3. For the avoidance of doubt, this Agreement will not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a PAYE agency worker, and the Employment Business is required to make statutory deductions from the Temporary Worker’s remuneration in accordance with clause 7.2.
- 2.4. No variation or alteration to this Agreement will be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms will apply.
- 2.5. Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 10, 11, 14, 15 and 16 will remain in force beyond the cessation or other termination of this Agreement.

## 3. Obligations of the Employment Business

- 3.1. The Employment Business will operate as an employment business (as defined by the Conduct Regulations) in relation to the Temporary Worker except where the Temporary Worker is employed by the Client following the Employment Business’s introduction to the Client, in which case the Employment Business will act as an employment agency.
- 3.2. The Employment Business will not charge the Temporary Worker a fee for introducing the Temporary Worker to the Client (as is prohibited by Employment Agencies Act 1973).
- 3.3. The Employment Business will endeavour to find suitable Assignments of the type/s of work requested by the Temporary Worker at the rate of remuneration reasonably expected for that work. The type of work that has been requested is [[contract\_job\_name]] and the minimum rate of pay is agreed as £[[contract\_candidate\_basic\_day\_rate]].
- 3.4. The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker, however, the nature of temporary work means that there may be periods when no suitable work is available and the Temporary Worker acknowledges that and agrees -
  - 3.4.1. that the suitability of the work offered will be determined solely by the Employment Business;
  - 3.4.2. that the Employment Business will not incur any liability to the Temporary Worker should it not be able to offer any suitable Assignments;
  - 3.4.3. that no contract will exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment; and
  - 3.4.4. s/he is not obliged to accept any Assignment offered by the Employment Business.
- 3.5. The Employment Business will operate as a temporary work agency (as defined by the AWR).
- 3.6. Upon written request from the Temporary Worker and following the Qualifying Period, the Employment Business will, within 28 days from receipt of such request, provide to the Temporary Worker a written statement in accordance with regulation 16 of the AWR.

## 4. Obligations of the Temporary Worker

- 4.1. The Temporary Worker will inform the Employment Business immediately if –
  - 4.1.1. s/he has been arrested or accused of a criminal offence;
  - 4.1.2. his/her health changes in such a way as to affect his/her suitability to work; or
  - 4.1.3. any information s/he has provided (or provides hereafter) has changed in any way. This may include (but is not limited to) changes in relation to contact information (telephone numbers, residential address), right to work or live within the UK.
- 4.2. During the Assignment the Temporary Worker agrees -
  - 4.2.1. to follow all relevant and applicable rules and procedures of the Client including but not limited to those relating to health and safety, site security and IT usage and security and will act in a professional manner at all times whilst performing the Assignment;
  - 4.2.2. not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct that may bring the Employment Business or the Client into disrepute or which results in the loss of custom or business;
  - 4.2.3. to take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by his/her actions during the Assignment;
  - 4.2.4. 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 his/her duties under the Assignment in which event any such item will belong to the Client;
  - 4.2.5. if s/he is unable (or unwilling for any reason) to perform the work during the course of an Assignment, that s/he will inform the Employment Business by no later than 1 hour after the commencement of the Engagement or daily shift;
  - 4.2.6. that if either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason (including but not limited to any health issues or criminal convictions) why s/he may not be suitable for an Assignment, then s/he will notify the Employment Business without delay and cooperate fully with any further enquiries the Employment Business may make;
  - 4.2.7. not at any time either during the Assignment or at any time afterwards, divulge to any person or corporate entity confidential information, nor use the same for his or her own or any other person's benefit in accordance with clause 11;
  - 4.2.8. to immediately inform the Employment Business where they perceive they may become the subject of any complaint (whether by the Client or otherwise) in relation to their obligations under this Agreement;
  - 4.2.9. to arrange any appointments, including without limitation those relating to medical conditions, outside of the hours required by the Client to deliver the Services, wherever possible; and
  - 4.2.10. to promptly inform the Employment Business where s/he has a concern or an issue relating to the Assignment, the Client, the Employment Business or the AWR.
- 4.3. For the purposes of this Agreement and the Assignment, the Temporary Worker warrants that-
  - 4.3.1. s/he 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 Services and will promptly provide evidence of such upon request from the Employment Business;
  - 4.3.2. s/he has disclosed in full the details, duration (including any breaks or absences) of any temporary assignments previously undertaken by the Temporary Worker for the benefit of the Client;
  - 4.3.3. s/he is willing to undertake the work with the Client;
  - 4.3.4. all information and statements provided, whether oral or written, by him/her in relation to the Assignment including (but not limited to) in respect of clause 4.3.1 and 4.3.2 above are true and accurate;
  - 4.3.5. the Services will be performed with a high degree of professional skill and care;
  - 4.3.6. s/he is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment business, or client, or any other company) or any other reason, from carrying out their full obligations under this Agreement;
  - 4.3.7. s/he possesses valid and subsisting leave to enter, live, work and remain lawfully in the UK for the duration of the Assignment and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the services;
  - 4.3.8. s/he does not possess any criminal convictions that may reasonably affect the decision of the Employment Business or the Client to offer any Assignment under this Agreement; and

4.3.9. s/he has not relied on any representations by the Employment Business or the Client made prior this Agreement, other than as set out under this Agreement.

## 5. Time Recording (Timesheets)

- 5.1. The Temporary Worker will submit and confirm electronically via an Online Timesheet system provided by the Employment Business, an online timesheet to indicate the number of hours/days worked during each week.
- 5.2. The timesheet should be delivered to the Employment Business no later than 6pm on the Monday following the week of work.
- 5.3. The Temporary Worker warrants and represents that the hours it records on the online timesheet are true and accurate. The Temporary Worker acknowledges that it could be a criminal offence for the Temporary Worker to falsify any timesheet, including but not restricted to, claiming work was performed for hours that it was not.
- 5.4. The Temporary Worker acknowledges that failure to submit and confirm online timesheets may delay payment whilst the Employment Business obtains confirmation of the actual hours/days worked.
- 5.5. The Temporary Worker will inform the Employment Business immediately if s/he is experiencing any problems (or anticipates such) which may delay the submission of online timesheets to the Employment Business in accordance with the requirements in clauses 5.1 and 5.2 above.

## 6. The Assignment

- 6.1. The Temporary Worker agrees, by signing this Agreement that the weekly working limit of an average of 48 hours each week calculated over a 13 week period will not apply under the Working Time Regulations 1998. The Temporary Worker may withdraw their consent herein prior to the Assignment or by serving no less than 4 weeks' notice to the Employment Business thereafter.
- 6.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time will only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks will not count as part of the Temporary Worker's working time for these purposes.
- 6.3. If the Client wishes to engage the Temporary Worker directly or through another employment business whether for temporary or permanent work - a) during the course of an Assignment; or b) within the Relevant Period; or c) before the Assignment; or d) at any time following the initial introduction, then the Temporary Worker acknowledges that the Employment Business will be entitled to charge the Client a fee or to agree an extension of the hiring period after which the Client may engage the Temporary Worker (other than through the Employment Business) without further charge to the Client. In addition, where the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker the Employment Business is entitled to charge the Client a fee.
- 6.4. The Temporary Worker will at the end of the Assignment or on demand return to the Employment Business or the Client (as directed) all property of the Employment Business, the Client (and the Client's customer where applicable) including, but not limited to, all equipment, documents (including copies) and other such materials, security passes, electronic storage devices and keys.
- 6.5. Nothing in this Agreement will render the Temporary Worker an employee of either the Employment Business or the Client and the Temporary Worker will not hold themselves out as an employee or an agent of either the Employment Business or the Client.

## 7. Payment

- 7.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at an hourly, daily or weekly rate as confirmed within the Assignment Schedule. The rate applies for each hour/day/week worked during an Assignment (where hourly to the nearest half hour). The rate specified in the Assignment Schedule is specific to each Assignment.
- 7.2. The Temporary Worker will be paid weekly in arrears by BACS on the last business day of every week unless stated otherwise within the Assignment Schedule, and pay will be reduced by any statutory deductions which the Employment Business may be required by law to make (e.g. income tax, National Insurance contribution, social security payments).
- 7.3. The Temporary Worker is not entitled to receive payment from the Employment Business or the Clients for time not spent on the Assignment, save for statutory entitlement under relevant legislation or where agreed otherwise. The Temporary Worker will be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 7.4. The Temporary Worker acknowledges that s/he may be required to work extra hours in addition to those set out in the Assignment Schedule in order to meet a business need of a Client. Overtime rates will be paid for additional hours worked and extra hours worked during the weekend or public holiday work will be paid at premium rates unless otherwise agreed and stated in the Assignment Schedule.

- 7.5. Without prejudice to the Employment Business's rights under this Agreement, whenever a sum of money is recoverable from or payable by the Temporary Worker -
- 7.5.1. in relation to an overpayment of expenses or remuneration due to an error, mistake or as a result of a misrepresentation by the Temporary Worker; or
  - 7.5.2. in relation to any loss caused by the Temporary Worker and any sum that the Temporary Worker is liable to pay to the Employment Business in respect of any breach of this Agreement.
- the Employment Business may, upon reasonable notice to the Temporary Worker, deduct that sum from any sum then due or which at any later time becomes due to the Temporary Worker under this Agreement (and the Temporary Worker consents to that deduction).
- 7.6. The Employment Business shall pay the Temporary Worker in respect of work done by him/her during an Assignment, whether or not the Employment Business is paid by the Client in respect of that work.
- 7.7. Following the Qualifying Period and where relevant in accordance with the AWR, the Employment Business may vary clauses 7.1, 7.3 and 7.4 of this Agreement, as is appropriate, and any such variation will be set out within an Assignment Schedule and issued to the Temporary Worker.
- 7.8. The Employment Business shall, where the Temporary Worker is eligible, automatically enroll the Temporary Worker into the Employment Business's pension scheme in accordance with The Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2014. The Temporary Worker may choose to 'opt out' of this enrolment by written notification to the Employment Business. Further information regarding eligibility and options in relation to this clause will be provided by the Employment Business.

## 8. Statutory Leave

- 8.1. Entitlement to leave commences on the date that the Temporary Worker starts an Assignment or a series of Assignments and for the purposes of this clause, the leave year commences on 1<sup>st</sup> January to 31<sup>st</sup> December following.
- 8.2. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 5.6 weeks paid leave per leave year (equivalent to 28 days for those working a 5-day week). If the assignment starts and/or ends during a leave year, the Temporary Worker's entitlement to paid leave in that year will be the 5.6 weeks multiplied by the proportion of the leave year during which the assignment has been ongoing. All entitlement to leave must be authorised in advance and will be taken during the course of the leave year in which it accrues and none may be carried forward to the next year without the express, written agreement of the Employment Business.
- 8.3. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of the payment to which the Temporary Worker is entitled in respect of paid annual leave is calculated in accordance with, and in proportion to, the number of hours which s/he works on an Assignment. Any payments for leave will be calculated on the basis of rates paid during the Client's normal working hours (ie not including overtime).
- 8.4. During an Assignment, if a Temporary Worker wishes to take paid leave, to which s/he is entitled, s/he should notify the Employment Business in writing of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. The Employment Business may refuse a leave request for specific dates at any time before the first date to which the request relates.
- 8.5. Where a Bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the public holiday will count as part of the Temporary Worker's paid annual leave entitlement.
- 8.6. Unless the Temporary Worker advises the Employment Business otherwise, the Employment Business will assume that when the Temporary Worker is on the Assignment that all working days when the Temporary Worker does not work have been taken as holiday and will be treated as unpaid leave where the Temporary Workers holiday entitlement has been used up.
- 8.7. At the end of an Assignment, the Employment Business will make a payment to the Temporary Worker in respect of any accrued holiday entitlement that has arisen but has not been taken at the end of the Assignment.
- 8.8. The Employment Business may make a deduction from the Temporary Worker's final pay (and the Temporary Worker hereby agrees to that deduction) for any holiday taken in excess of their entitlement, at the date of termination.
- 8.9. Following the Qualifying Period and where relevant in accordance with the AWR, the Employment Business may vary clause 8.2 of this Agreement, as is appropriate, and any such variation will be set out within an Assignment Schedule and issued to the Temporary Worker.

## 9. Term and Termination of the Agreement

- 9.1. This Agreement will commence on the start date as set out in the Assignment Schedule and will continue until -
- 9.1.1. the end date set out in the Assignment Schedule; or

- 9.1.2. terminated in accordance with the clauses 9.2, 9.3 or 9.4.
- 9.2. The Employment Business may terminate the Assignment and this Agreement at any time without liability by providing the period of notice set out in the Assignment Schedule.
- 9.3. The Temporary Worker may terminate the Assignment and this Agreement by providing the period of notice set out in the Assignment Schedule.
- 9.4. Notwithstanding clause 9.2, the Employment Business may without liability end this Agreement and instruct the Temporary Worker to cease work on the Assignment immediately or on short notice at any time, where -
- 9.4.1. the Temporary Worker has committed any serious or persistent breach of any of its obligations under this Agreement;
  - 9.4.2. the Client reasonably believes the Temporary Worker has - (a) acted in breach of the rules and regulations applicable to the Client's own staff; (b) is incompetent; or (c) has been negligent in the performance of the Services;
  - 9.4.3. the Client reasonably believes that the Temporary Worker has not observed any condition of confidentiality applicable to the Temporary Worker from time to time;
  - 9.4.4. for any reason the Temporary Worker proves unsatisfactory to the Client;
  - 9.4.5. the Employment Business receives any information regarding the unsuitability of the Temporary Worker to provide the Services in the course of the Assignment;
  - 9.4.6. the Temporary Worker is found to be guilty of unprofessional conduct, including but not limited to - (a) the distribution of pornographic, sexist, racist or other offensive or abusive material of any type by email (or any means whatsoever); (b) intimidating, bullying or any behaviour which could be held to constitute harassment; (c) fraudulent activity of any kind; or (d) failure to follow the reasonable direction of the Client;
  - 9.4.7. the Temporary Worker is guilty of any fraud, dishonesty or serious misconduct; or
  - 9.4.8. the performance of the Assignment is prevented by the incapacity of the Temporary Worker for whatever reason (including but not restricted to illness) save where the Temporary Worker can demonstrate Force Majeure.
- 9.5. For the avoidance of doubt, termination pursuant to clause 9.4 will take precedence over termination pursuant to clause 9.2 above and any notice periods set out in the Assignment Schedule.
- 9.6. Notwithstanding clause 9.2, the Temporary Worker acknowledges that the continuation of the 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 will cease with immediate effect without liability to the Employment Business.
- 9.7. Notwithstanding clause 9.2, the Employment Business may, without liability, terminate this Agreement and the Assignment with immediate effect on any date prior to the date on which the Temporary Worker is due to commence the Assignment where the Employment Business receives notice from the Client to terminate the Assignment or not to proceed with the Assignment.
- 9.8. The Temporary Worker acknowledges and agrees that the Employment Business is not obliged to provide any reason to the Temporary Worker in connection with termination under clause 9. Furthermore, in the event a reason is provided whether by the Client or by the Employment Business, the Employment Business will not be liable to, or held responsible by the Temporary Worker in relation to the content of such reason.

## 10. Intellectual Property

- 10.1. The Temporary Worker hereby agrees to assign to the Client all present and future copyright, title and interest of whatever nature (including but not limited to copyright and patent application rights), topography rights, design rights, trademarks, rights in databases, sui generis rights, trade secrets (whether registered or unregistered) and other confidential information, know-how and all other intellectual property rights of a similar nature in any part of the world and all other intellectual property rights in original work and all applications and rights to apply for the protection of any of the foregoing, produced, prepared or provided by the Temporary Worker, in whatever media, in relation to or arising from the performance of the Assignment prepared for the Client or produced by the Temporary Worker in connection with an Assignment under this Agreement, and that the aforementioned rights will vest in and remain the property of the Client throughout the world free from any interest of the Temporary Worker.
- 10.2. The Temporary Worker will do anything that the Client may reasonably require (at the Client's expense) in order to effectively vest such rights (as stated in clause 10.1.1 above) in the Client or such third party as the Client specifies (whether before or after the termination of this Agreement).

10.3. The Temporary Worker hereby irrevocably and unconditionally waives in favour of the Client any and all moral rights conferred on it by statute for any intellectual property, design or copyright work in which rights are (or should be) vested in the Client pursuant to this clause 10.

## 11. Confidentiality

- 11.1. Subject to clause 11.4, the Temporary Worker acknowledges that “Confidential Information” will include, but not be limited to –
- 11.1.1. information that is labelled confidential;
  - 11.1.2. information that the Employment Business, the Client (or the Client’s customer where applicable) expressly states (whether in writing or otherwise) to the Temporary Worker that the information is confidential;
  - 11.1.3. where the Temporary Worker ought to have known that the information may be confidential; and
  - 11.1.4. the rates paid by the Employment Business to the Temporary Worker.
- 11.2. The Temporary Worker will not at any time whether during or after the Assignment disclose to any person or make use of any of the Confidential Information.
- 11.3. The Temporary Worker agrees that if the Employment Business and/or the Client suffers disclosure of their Confidential Information through breach of clause 11, the Employment Business or the Client (as the case may be) will be entitled, in addition to any and all other remedies, to temporary and injunctive relief.
- 11.4. The provisions of this clause 11 will not apply to any information in the public domain (otherwise than by breach of this Agreement) or any disclosure required by law.
- 11.5. The provisions of this clause 11 will survive the termination, for whatever reason, of the Assignment and of this Agreement, for a period of two years from the date of termination.

## 12. Data Protection

- 12.1. The Temporary Worker understands –
- 12.1.1. that for the purposes of the Data Protection Legislation, the Employment Business is a Data Controller and the Client is a Data Controller but they are not Joint Controllers (as defined in the Data Protection Legislation) unless a specific agreement is made to that effect between those parties;
  - 12.1.2. that in providing the Services, Personal Data relating to the Temporary Worker will be collected by the Employment Business and passed to the Client (including any intermediary company involved in the supply of the Services to the Client) in accordance with the Privacy Notice;
  - 12.1.3. that in providing the Services Personal Data relating to the Temporary Worker may be collected and Processed in order to comply with the Employment Business’s and/or the Client’s legal obligations, including reporting the Assignment details to HMRC and that any such Processing (including any transfer of Personal Data) shall be processed fairly and lawfully in accordance with the Privacy Notice and Data Protection Legislation; and
  - 12.1.4. that in providing the Services, the Client and/or the Employment Business, or anyone processing data on behalf of the Client and/or the Employment Business, may transfer Personal Data relating to the Temporary Worker outside the European Economic Area.
- 12.2. The Employment Business confirms that any Personal Data relating to the Temporary Worker will be used, Processed and recorded in accordance with the Privacy Notice and Data Protection Legislation for the purpose of fulfilling this Agreement.
- 12.3. The Temporary Worker agrees to –
- 12.3.1. treat any and all Personal Data it obtains or has access to in connection with the Agreement as confidential at all times both during and after this Agreement;
  - 12.3.2. comply with the policies and procedures of the Employment Business and of the Client relating to privacy and data protection in connection with this Agreement;
  - 12.3.3. provide reasonable assistance to the Employment Business and/or the Client when required in order to help the Employment Business or the Client comply with Data Protection Legislation with respect to data subject access requests and other data subject rights, data security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
  - 12.3.4. promptly notify the Employment Business on becoming aware of a suspected or actual Personal Data Breach in relation to the Services or in connection with this Agreement.
- 12.4. The Temporary Worker agrees it will not, release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of the Employment Business.

## 13. Notices

- 13.1. Any notice required to be given under this Agreement will be delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement.
- 13.2. Notices will be deemed to have been given and served -
- 13.2.1. if sent by facsimile or e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or
  - 13.2.2. if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery.

## 14. Liability and Indemnity

- 14.1. The Temporary Worker will indemnify the Employment Business against -
- 14.1.1. any loss or third-party claim arising out of the Temporary Worker's deliberate or negligent infringement of any Client's or third parties' intellectual property rights;
  - 14.1.2. any loss or third-party claim arising out of the Temporary Worker's disclosure of any confidential information (including Personal Data);
  - 14.1.3. any loss or third-party claim arising out of the Temporary Worker submitting a fraudulent timesheet or fraudulent information in relation to the Assignment; and
  - 14.1.4. any loss, claim or damage (including legal costs) that the Employment Business or the Client may suffer or incur through the assertion by the Temporary Worker of employment rights, including but not limited to unfair or constructive dismissal, redundancy payments, pension, bonuses (discretionary or guaranteed) and other related benefits other than any entitlement in accordance with statutory rights including the AWR.
- 14.2. Failure by the Temporary Worker to give the period of notice (set out within the Assignment Schedule) to terminate the Assignment as required by clause 9.3 will constitute a serious breach of this Agreement and will entitle the Employment Business and the Client (as maybe required) to claim damages from the Temporary Worker for any resulting loss suffered by the Employment Business or the Client.

## 15. Contract Renewal

- 15.1. The Assignment may be extended by mutual agreement by the Parties signing a further Assignment Schedule.
- 15.2. If the Temporary Worker supplied under this Agreement continues to perform the Services or any other services for the Client at the express request of the Client and the Employment Business beyond the End of Assignment date set out within the applicable Assignment Schedule, then this Agreement will be deemed to be extended for an additional period until such time as such further agreement is entered into between the Parties ("the Deemed Period").
- 15.3. The terms and conditions contained herein will be deemed to apply in respect of any Services or other services provided by the Temporary Worker during the Deemed Period, except as stated in clause 15.4 below.
- 15.4. In addition to the rights of the Parties in connection with clause 15.3 above, the Employment Business may terminate the Deemed Period with immediate effect, and any notice period detailed in the Assignment Schedule will not apply.

## 16. General

- 16.1. Any failure by the Parties to enforce at any particular time any one or more of its rights under this Agreement will not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.
- 16.2. Headings contained in this Agreement are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 16.3. If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement will remain in full force and effect to the extent permitted by law.
- 16.4. If there is a conflict between these terms and conditions and the Assignment Schedule, the Assignment Schedule will take precedence.
- 16.5. Save as provided in this clause 16.5, no provision of this Agreement will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.



16.6. For the purposes of this Agreement, the Employment Business is acting as an employment business as defined within the Conduct Regulations; save where a permanent placement results, in which case the Employment Business will be acting as an employment agency as defined within the Conduct Regulations.

## 17. Governing Law and Jurisdiction

17.1. This Agreement will be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement will be subject to the exclusive jurisdiction of the courts of England.

blueberrycreatives.co.uk

020 7199 3850

Uniting Creative Minds

Company No. 04379194

VAT No. 795713290

Sponsor of



Members of



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In partnership with



**NETFLIX**

## Assignment Schedule

Client Information	
Client Company Name	
Client Company Registered Address	
Client Company Registration Number	
Location/s where the Services are to be delivered	<b>TBC by Contractor and Client</b>
Client hiring/line manager	
Contact Number for Client hiring/line manager	
Invoicing Address	
Temporary Worker Services Information	
Name of Temporary Worker	
Description of the Services	The Services to be undertaken
Status of AWR Qualifying PEriod at Start of the Assignment	(0) Calendar weeks
Production Name	
Start of Assignment	
End of Assignment	
Pencils / General Notes	
Specific hours/days/timekeeping requirements	TBC with Temporary Worker and the Client Lunch breaks and supper breaks are required for Health and Safety Laws. Working horus are based on a 10 hour working day. Any hours worked after this should be charged at time and a half.
Kit Requirements	Kit Required: Kit to be provided by: (Client / Talent)
Notice period for the Temporary Worker to terminate the Assignment	1 weeks notice
Notice period for the Employment Business to terminate the Assignment	1 weeks notice
Renumeration Information	
Pay Rate – standard hours	<b>Basic Pay Rate:</b> Daily Rate of: (Daily Rate) Plus holiday accrued at 12.07% Please note this Pay Rate is subject to NI, PAYE and where applicable Pension Contributions.
Pay Rate – Overtime and non-standard hours	Basic Overtime Rate of: (Overtime Rate) per hour Please note you do not accrue holiday on Overtime worked Weekends and Bank Holidays will be charged at time and a half
Additional fees / Agreed expenses	Additional agreed expenses, kit hire charges, or additional fees paid where agreed in writing (including email) by the client's employee.
Payment terms	Weekly in arrears
AWR Adjustment	Following completion of the Qualifying Period, the following adjustments will apply: Detail (or) No Confirmed Adjustment. Applicable from the following date:
Paid Leave Entitlement	Statutory entitlements applicable to agency workers, subject to qualification; holiday pay, sick pay, family related statutory entitlements.

## General Information

Terms and Conditions applicable	Agreement For The Engagement of Temps (PAYE)
Additional Terms/Conditions Applicable	None
Agreed variations to Terms and Conditions	No variations agreed If there is a conflict between the Terms and Conditions stated above and the Assignment Schedule, the Assignment Schedule will take precedence.