



WORKFINDING SERVICES AGREEMENT

1 THE AGREEMENT

- 1.1 This agreement is a contract for services between the Temporary Worker and the Company and:
- 1.1.1 Schedule 1 applies to any period when the Company is providing work-finding services to the Temporary Worker; and
- 1.1.2 Schedule 2 applies to any period in which the Temporary Worker may carry out an Assignment as a directly-engaged PAYE worker.
- 1.2 This agreement, including the Schedules and any Assignment Schedule, forms the entire agreement between the Temporary Worker and the Company. Any terms which the Temporary Worker proposes in addition to or instead of this agreement are excluded.
- 1.3 The Temporary Worker is deemed to have accepted this agreement by instructing the Company to provide work-finding services or starting an Assignment, whichever occurs first after receipt of this agreement.
- 1.4 If the Company wishes to change this agreement, the Company will first agree the change with the Temporary Worker and then confirm this in writing within five working days, stating the date from which the change is effective.
- 1.5 For the purposes of the Conduct Regulations, the Company is acting as an Employment Business in relation to this agreement.

2 DEFINITIONS & INTERPRETATION

- 2.1 In this agreement, the following definitions apply:
- Assignment** means a temporary role which the Temporary Worker may carry out for a Client;
- Assignment Schedule** means the document issued by the Company confirming the details of the Assignment, together with any Special Conditions;
- Client** means the business, firm, company or organisation to which the Temporary Worker is introduced or supplied by the Company including, where relevant, any customer of the Client to which the Temporary Worker is supplied or for which the Temporary Worker ultimately carries out the Assignment;
- Company** means Vincent Gurney Ltd (Registered in England & Wales No. 11546277) whose registered office is at Tuscany House, White Hart Lane, Basingstoke, Hampshire, RG21 4AF;
- Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- Confidential Information** means all commercial, financial, marketing, technical and other information, trade secrets, knowhow and data relating to or belonging to the Client, in any form whatsoever, which is provided to the Temporary Worker or which the Temporary Worker becomes aware of during the Assignment;
- Intellectual Property** means any copyright, trade marks, patents, database rights, design rights and other intellectual property rights arising anywhere in the world together with any registration rights;
- Location** means the place at which the Temporary Worker carries out an Assignment;
- Permitted Deductions** means a deduction for (i) any previous overpayment which the Company has made to the Temporary Worker (ii) the replacement or repair cost of any property belonging to the Client or the Company which is lost, stolen or damaged whilst in the Temporary Worker's possession or allocated to the Temporary Worker or which is not returned by the Temporary Worker in accordance with this agreement and (iii) any other deduction which the Temporary Worker has agreed can be made from the Temporary Worker's remuneration;
- Qualifying Period** means the 12-week qualifying period in Regulation 7 of the Agency Workers Regulations 2010;
- Intermediary** means an umbrella company or CIS intermediary company which is acceptable to the Company;
- Special Conditions** means any specific conditions which are set out in the Assignment Schedule;
- Statutory Deductions** means any deductions which the Company may be required to make by law including any deductions for PAYE, National Insurance Contributions and the Temporary Worker's pension contributions;
- Temporary Worker** means you, the individual seeking an Assignment; and
- Work Type** means work in the construction sector or such alternative work as may be acceptable to the Temporary Worker.
- 2.2 Unless the context suggests otherwise, a reference to the singular includes the plural and a reference to the masculine include the other genders and vice versa.
- 2.3 A reference to any legislation includes any amendment or replacement to that legislation.
- 2.4 Unless otherwise indicated, a reference to a clause is to a clause within the main body of this agreement and a reference to a paragraph is a paragraph in the relevant schedule.
- 2.5 The headings in this agreement are for convenience and do not affect the interpretation of any clause or paragraph.

3 GENERAL PROVISIONS

- 3.1 If any part of this agreement is held by a court to be unenforceable, that part shall be deemed to have been struck out from this agreement, as far as permitted by law.
- 3.2 Neither the Company nor the Temporary Worker intend for this agreement to be enforced by any third party under the Contracts (Rights of Third Parties) Act 1999 except the Client, who is entitled to enforce paragraphs 7 and 8 of Schedule 2 directly against the Temporary Worker.
- 3.3 This agreement shall be interpreted in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction over any dispute between the parties in relation to this agreement.

SCHEDULE 1 - WORK-FINDING SERVICES

1 PROVISION OF SERVICES

- 1.1 The Company will try to find Assignments for the Temporary Worker to carry out of the Work Type but the Company is not under any obligation to offer work to the Temporary Worker and, if the Company offers any work to the Temporary Worker, the Temporary Worker is not under any obligation to accept it.
- 1.2 The Temporary Worker acknowledges that the Company may not have any suitable work for the Temporary Worker to carry out and therefore:
 - 1.2.1 the Company will not be liable to the Temporary Worker for not arranging an Assignment; and
 - 1.2.2 the Temporary Worker may register with and carry out assignments for any third party.
- 1.3 The Company is under no obligation to submit the Temporary Worker's details to any particular Client provided that the Company shall not exercise its discretion in a manner which unlawfully discriminates against the Temporary Worker.
- 1.4 The Temporary Worker confirms that:
 - 1.4.1 the Temporary Worker is legally entitled to work in the United Kingdom and will provide proof of this to the Company upon request;
 - 1.4.2 the information provided by the Temporary Worker in any registration form or CV is accurate and not misleading;
 - 1.4.3 the Temporary Worker has declared and shall declare to the Company any convictions, cautions, reprimands or final warnings that are not spent or otherwise "protected" as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended);
 - 1.4.4 where applicable, the Temporary Worker has accurately disclosed any security clearances that the Temporary Worker holds and shall update the Company if there are any relevant changes to such security clearances;
 - 1.4.5 the Temporary Worker is not aware of any reason why it would be detrimental to the interests of the Client or the Temporary Worker for the Temporary Worker to perform an Assignment;
 - 1.4.6 the Temporary Worker is not subject to any investigation or disciplinary finding by a professional body which the Temporary Worker has failed to disclose or which may prevent the Temporary Worker from carrying out the Assignment lawfully; and
 - 1.4.7 the Temporary Worker has disclosed to the Company all information which is relevant to the Temporary Worker's ability or suitability to carry out an Assignment.
- 1.5 The Temporary Worker must notify the Company without delay if any of the matters confirmed in paragraph 1.4 become inaccurate or out of date.
- 1.6 Subject to paragraph 1.7, if the Company agrees that the Temporary Worker will carry out an Assignment:
 - 1.6.1 the Company will issue an Assignment Schedule to the Temporary Worker at the start of the Assignment or otherwise within three working days;
 - 1.6.2 the Temporary Worker must comply with any Special Conditions in the Assignment Schedule or, if the Temporary Worker cannot do so for any reason, the Temporary Worker must notify the Company without delay upon receiving the Assignment Schedule;
 - 1.6.3 the Temporary Worker will be an agency worker within the meaning of the Temporary Workers Regulations 2010 (AWR); and
 - 1.6.4 the Temporary Worker will be entitled to the legal rights available to workers but will not be employed by the Company at any time and therefore will not have any right to claim unfair dismissal, redundancy, guarantee payments or any other legal right which is only available to employees.
- 1.7 Prior to commencing an Assignment, the Temporary Worker may elect to be engaged or the Company may request that the Temporary Worker is engaged by an Intermediary for the performance of such Assignment. In such event (i) the Temporary Worker shall be engaged and paid by the Intermediary (ii) the Temporary Worker shall not have any contractual relationship with the Company for the performance of such Assignment and (iii) Schedule 2 shall not apply, with the exception of paragraph 7 ([Intellectual Property Rights](#)) and paragraph 8 ([Confidentiality](#)).

SCHEDULE 2 – CARRYING OUT AN ASSIGNMENT

1 AGENCY WORKER'S OBLIGATIONS & WARRANTIES

- 1.1 Before commencing an Assignment, the Temporary Worker must notify the Company if the Temporary Worker has worked for the same Client within the last six months.
- 1.2 If the Temporary Worker carries out an Assignment, the Temporary Worker must:
 - 1.2.1 not commence working until the Client has carried out an appropriate induction;
 - 1.2.2 work in a professional manner and to the best of the Temporary Worker's ability;
 - 1.2.3 co-operate with the Client's instructions and work under the Client's direction, supervision and control at all times;
 - 1.2.4 comply with any relevant policies and procedures at the Location;
 - 1.2.5 take all reasonable steps to safeguard the Temporary Worker's own health and safety and that of anyone else who might be affected by the Temporary Worker's acts or omissions;
 - 1.2.6 comply with all laws and not do anything which might place the Client or the Company in breach of any laws;
 - 1.2.7 not do anything which is detrimental to the interests of the Client or the Company;
 - 1.2.8 not discriminate against, harass or victimise any other person;
 - 1.2.9 notify the Company without delay if the Temporary Worker believes that the Temporary Worker has not received equal treatment

under the AWR;

1.2.10 not use, disclose or share any Confidential Information except as necessary for performing the Assignment; and

1.2.11 return to the Client or to the Company (as applicable), at the end of the Assignment or at any other time if requested, anything which has been provided to the Temporary Worker in connection with the Assignment including equipment, materials, documents, ID cards and keys, uniforms and PPE. The Temporary Worker is not permitted to retain property belonging to the Client or to the Company for any reason.

1.3 If the Temporary Worker is unable to work on any day, the Temporary Worker must notify the Client and the Company at least one hour before the Temporary Worker's working day is due to start.

1.4 If the Temporary Worker is pregnant, the Temporary Worker should notify the Company without delay so that the Company can arrange for the Client to carry out an appropriate risk assessment.

1.5 If the Client decides to employ or engage the Temporary Worker, directly or through any third party, the Temporary Worker acknowledges that the Company's agreement with the Client may (i) allow the Company to charge the Client a transfer fee or (ii) require the Client to extend the Assignment for a fixed period of time (typically 26 weeks) before the Client can employ or engage the Temporary Worker, directly or through any third party. The Company will only do this where the Company is permitted to do so under the Conduct Regulations.

2 TIMESHEETS & WORKING TIME

2.1 At the end of each week of the Assignment, no later than 4pm on the Friday, the Temporary Worker must verbally notify the Company of the hours worked by the Temporary Worker that week. For the avoidance of doubt the Temporary Worker must not approve their own timesheet under any circumstances;

2.2 Provided that the Company receives approval of the Temporary Worker's hours from the Client by midday on the Tuesday of the following week, the Company will pay the Temporary Worker for the relevant hours on the following Friday. If the Company receives the Temporary Worker's timesheet after this time, the Company will pay the Temporary Worker on the Friday of the week following the week in which the Company receives approval of the Temporary Worker's hours.

2.3 If the Temporary Worker does not notify the Company of their working hours or (ii) claims for hours which the Company believes to be inaccurate, the Company will liaise with the Client to find out the time which the Temporary Worker did work and, if relevant, the reason why the Client was unwilling to approve the hours. This may delay the Company's payment to the Temporary Worker but the Company will (i) pay any undisputed amount without delay and (ii) take all reasonable steps to ensure that the issue is resolved within a reasonable period.

2.4 Unless otherwise agreed by the Company, any time which the Temporary Worker spends travelling to and from the Location at the beginning and end of the working day is not working time and the Temporary Worker shall not therefore be paid in respect of such time.

3 REMUNERATION

3.1 The Company will pay the Temporary Worker for the Assignment at the rate set out in the Assignment Schedule. The Company shall (i) ensure that such rate is not less than the National Minimum Wage or, if applicable to the Temporary Worker, the National Living Wage.

3.2 The Temporary Worker acknowledges that the Company's payments to the Temporary Worker will be subject to Statutory Deductions and the Permitted Deductions which the Temporary Worker hereby authorises.

3.3 After the Qualifying Period, the Temporary Worker may be entitled to an increase in the Temporary Worker's pay rate, a bonus or other equal treatment under the AWR. If applicable, the Company will notify the Temporary Worker of any additional entitlement under the AWR by sending the Temporary Worker a revised Assignment Schedule.

3.4 The Company undertakes to pay the Temporary Worker for all hours which the Temporary Worker has worked, whether or not the Company is expecting to be paid by the Client for those hours.

3.5 If the Company make an overpayment to the Temporary Worker, the Company may subsequently recover this by making a Permitted Deduction. The Company warrants that it shall comply with its obligations under national minimum wage legislation for each pay period when recovering such overpayment from the Temporary Worker.

3.6 For the avoidance of doubt, the rate payable for the Assignment is agreed between the Company and the Temporary Worker. The Client is not authorised to make any change to the pay rate or promise the Temporary Worker any particular sum for the Assignment. If the Client informs the Temporary Worker or suggests that the Temporary Worker is entitled to any additional payment for the Assignment, such payment is subject to the Company's agreement.

3.7 The Company will auto-enrol the Temporary Worker in the Company's pension scheme after the postponement period of three months. If the Temporary Worker chooses to remain within the pension scheme, the Company will make statutory contributions in accordance with the Company's minimum legal obligations. The Company will also make the relevant Statutory Deductions in respect of the Temporary Worker's contributions. The Temporary Worker is entitled to increase the Temporary Worker's contributions to the pension scheme at any time, but the Company shall not match any additional contributions which the Temporary Worker decides to make.

3.8 Subject to any legal entitlement, the Temporary Worker is not entitled to be paid for any period when the Temporary Worker is not carrying out the Assignment.

4 ANNUAL LEAVE

4.1 The Temporary Worker is entitled to paid holiday in accordance with the statutory minimum, which is 28 days each Holiday Year, inclusive of the public holidays in England & Wales and based upon the Temporary Worker working at least five days per week. For the purposes of calculating the Temporary Worker's holiday entitlement, the Holiday Year begins on the day on which the Temporary Worker starts the Assignment.

4.2 The Temporary Worker is responsible for making sure that all holiday is requested and taken within the Holiday Year. Save as required by law, paid holiday may not be carried forward from one Holiday Year to the next one.

- 4.3 The Company will accrue holiday pay at a rate of 12.07% of any payment which the Company makes to the Temporary Worker, excluding any expenses payments.
- 4.4 The Temporary Worker is not permitted to receive any holiday pay which has not accrued at the relevant time. If the Temporary Worker wishes to take holiday which exceeds the Temporary Worker's accrued entitlement, this will be unpaid.
- 4.5 If the Temporary Worker wishes to take holiday during the Assignment, the Temporary Worker must give advance notice of at least twice the duration of the holiday which the Temporary Worker is requesting. e.g. if the Temporary Worker wishes to take one week's holiday, the Temporary Worker must give the Company at least two weeks' notice. In certain circumstances, the Company might ask the Temporary Worker to take paid holiday on specific days, notify the Temporary Worker of days when the Temporary Worker may not take holiday, decline a request which the Temporary Worker make for holiday or propose alternative days on which the Temporary Worker may take holiday.
- 4.6 If the Temporary Worker is entitled to any additional holiday days under the AWR, the Company will notify the Temporary Worker. The Company may pay the additional holiday pay entitlement on a rolled-up basis with the Temporary Worker's remuneration. However, even if the Company pays the additional holiday pay in this manner, the Temporary Worker is still entitled to take the additional holiday days, if any, under the AWR provided that no additional payment shall be made in respect of such days.
- 4.7 Within a reasonable period from termination of the Assignment, the Company will pay any accrued holiday pay which the Temporary Worker has not claimed during the relevant Holiday Year.

5 SICKNESS ABSENCE

- 5.1 The Temporary Worker must notify the Company of any sickness absence by telephone in accordance with paragraph 1.3 of this schedule.
- 5.2 If the Temporary Worker meets the relevant statutory criteria, the Temporary Worker will be entitled to receive Statutory Sick Pay (SSP). The qualifying days for SSP are the days on which the Temporary Worker would ordinarily perform the Assignment. The Temporary Worker is not entitled to any contractual sick pay.
- 5.3 For the first seven days of any sickness absence, the Company will ask the Temporary Worker to self-certify the Temporary Worker's sickness. After that, the Temporary Worker must produce a doctor's Fit Note covering the full period of sickness.
- 5.4 If the Temporary Worker produces a Fit Note which states that the Temporary Worker is able to work subject to certain conditions, the Company will contact the Client to establish whether those conditions can be satisfied. Where applicable, the Temporary Worker might need to agree to a variation to the details in the Assignment Schedule, including the Temporary Worker's pay rate, to accommodate the Fit Note conditions. e.g. The Temporary Worker might need to agree to work for fewer hours or to perform a different role which involves lighter duties, if available.

6 TERMINATION OF THE ASSIGNMENT

- 6.1 Subject to paragraph 6.2 below, the Assignment can be terminated by the Client, the Temporary Worker or the Company at any time by giving the notice set out in the Assignment Schedule or, if no period of notice is specified, at any time without notice.
- 6.2 Even where a period of notice is set out in the Assignment Schedule, the Company can terminate the Assignment at any time with immediate effect and without any liability to pay the Temporary Worker for the notice period if:
 - 6.2.1 the Client decides to cancel the Assignment before it starts;
 - 6.2.2 the Temporary Worker commits a breach of this agreement which the Company reasonably considers to be serious enough to justify termination without notice;
 - 6.2.3 the Client notifies the Company of a serious issue with the Temporary Worker's performance or conduct;
 - 6.2.4 the Temporary Worker refuses or fails to perform the Assignment for any reason;
 - 6.2.5 the Company considers it to be detrimental to the Temporary Worker's interests or the interests of the Client for the Assignment to continue; or
 - 6.2.6 the agreement between the Client and the Company is terminated for any reason.
- 6.3 Paragraphs 1.2.10, 1.2.11, 6.6, 7 and 8 of this Schedule remain valid and enforceable after termination of the Assignment.
- 6.4 After termination of the Assignment, the Company is not under any obligation to offer the Temporary Worker any further work. If the Company does offer the Temporary Worker any further work, the Temporary Worker is not under any obligation to accept the Company's offer.
- 6.5 If the Temporary Worker does not start another Assignment within four weeks of the Temporary Worker's Assignment terminating, the Company will send the Temporary Worker's P45 to the last address which the Company holds on file for the Temporary Worker.
- 6.6 If the Temporary Worker owes any money to the Company (Debt), the Company may make a Permitted Deduction in respect of the Debt. However, if the Company does not recover the Debt by making a Permitted Deduction, the Company may notify the Temporary Worker that it requires the Debt to be repaid in full within 14 days. If the Temporary Worker does not repay the Debt to the Company within this period and has not made an acceptable proposal for repayment, the Company may take formal steps to recover the Debt from the Temporary Worker.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Temporary Worker agrees that any Intellectual Property created, invented or discovered by the Temporary Worker during the Assignment or otherwise resulting from the Assignment belongs to the Client and the Temporary Worker therefore (i) assigns all rights in the Intellectual Property to the Client or to any other party nominated by the Client and (ii) waives the Temporary Worker's moral rights in the Intellectual Property.
- 7.2 The Temporary Worker must notify the Client of all Intellectual Property creations, inventions and discoveries which are made by the Temporary Worker in the course of the Assignment.

- 7.3 The Temporary Worker must not use any of the Intellectual Property referred to in paragraph 7.1 for the Temporary Worker's own purposes or for the benefit of any third party.
- 7.4 The Temporary Worker must sign any documents and take any steps which the Client requires, without charge, to give effect to the Client's rights under paragraph 7.1.

8 CONFIDENTIALITY

- 8.1 The Temporary Worker acknowledges the need to protect the Client's confidentiality and therefore the Temporary Worker must:
- 8.1.1 not make any copy, image, summary or extract of anything belonging to the Client which contains Confidential Information, except when required to do so in the course of the Assignment;
 - 8.1.2 not at any time, whether during or after the Assignment disclose to any person or make use of any Confidential Information, unless it is necessary for the performance of the Assignment;
 - 8.1.3 hand over to the Client at the end of the Assignment or at any other time on demand, all documents and materials, in any format whatsoever, which contain any Confidential Information; and
 - 8.1.4 not retain any Confidential Information, in any format, after termination of the Assignment.
- 8.2 The Temporary Worker must not make any statement about the Client or its business to the press or to any third party unless the Client has authorised the Temporary Worker to do so.
- 8.3 Nothing in this paragraph 8 is intended to prevent the Temporary Worker from taking legal advice, complying with any law or court order, making a criminal complaint or exercising the Temporary Worker's right to make a public interest disclosure.