

TERMS OF ENGAGEMENT FOR AGENCY WORKERS - (CONTRACT FOR SERVICES)

The Parties

This Agreement is between:

- 1) Flair Retail Ltd, of 6 Parkside Court, Greenhough Road, Lichfield, Staffordshire, WS13 7AU (“the Employment Business”) and;
- 2) The Agency Worker, referred to throughout these Terms as ‘you’ and ‘your’ and shall be construed accordingly.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms of Engagement, the following definitions apply:

“**Agency Worker**” means worker supplied by the Employment Business to provide services to the Client;

“**Type of Work**” means Retail Consultant

“**Actual Rate of Pay**” means, unless and until the Agency Worker has completed the 12 Week Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) up to 14 days in arrears, subject to Deductions and any Agreed Deductions, as given in the relevant Assignment Details; and will be No Less Than National Minimum Wage.

“**Actual Qualifying Period Rate of Pay**” means the rate of pay which will be paid to the Agency Worker, if and when he/she completes the 12 Week Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest 15 minutes) weekly in arrears, subject to Deductions and any Agreed Deductions, as provided in any variation to the relevant Assignment Details;

“**Agency Workers Regulations**” means the Agency Workers Regulations 2010;

“**Agreed Deductions**” means any deductions the Agency Worker has agreed can be made from their pay;

“**Assignment**” means Assignment services to be performed by the Agency Worker for the Client for a period of time during which you are supplied by the Employment Business to work temporarily for and under the supervision and direction of the Client;

“**Assignment Details**” means confirmation of the Assignment details to be given to the Agency Worker upon acceptance of the Assignment;

“**Calendar Week**” means any period of 7 days starting with the same day as the first day of the First

Assignment;

“Client” means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is assigned or introduced by the Employment Business;

“Confidential Information” means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client, Employment Business or their business or affairs or customers or any business contacts whatsoever (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know how, trade secrets and other information concerning the Assignment) in any form.

“Data Protection Laws” means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force, from time to time, relating to the protection and transfer of personal data, including General Data Protection Regulations.

“Deductions” means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;

“Emoluments” means any pay in addition to the Actual Qualifying Period Rate of Pay;

“Employment Business” means Flair Retail Ltd, 6 Parkside Court, Greenhough Road, Lichfield, Staffordshire, WS13 7AU

“Engagement” means the engagement, or use of the Agency Worker by the Client or any third party to whom the Agency Worker has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services, and /or through a Employment Business of which you are an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

“First Assignment” means:

(a) The relevant Assignment; or (b) If, prior to the relevant Assignment:

i. The Agency Worker has worked in any Assignment in the same role with the relevant Client as the role in which the Agency Worker works in the relevant Assignment; and

ii. The relevant 12 Week Qualifying Period commenced in any such Assignment, that Assignment, (an Assignment being (for the purpose of this defined term), a period of time during which you are supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);

“Hourly Rate” means £ National Minimum Wage being the minimum rate of pay, (subject to Deductions), that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;

“Leave Year” means the period during which the Agency Worker accrues and may take statutory leave.

“12 Week Qualifying Period” means 12 continuous Calendar Weeks during the whole or part of which you are supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role;

“Terms” means these terms of engagement (including any attached schedule/s) together with any applicable Assignment Details;

“Transfer Fee” means the fee payable by the Client to the Employment Business in accordance with clause 2.6.

“Working Time Regulations” mean the Working Time Regulations 1998.

2. THE CONTRACT

2.1. These Terms constitute the entire agreement between the Employment Business and you for the supply of services to the Client and they shall govern all Assignments undertaken by you. For the avoidance of doubt, you are not an employee of the Employment Business, although the Employment Business is required to make the Deductions from your pay. These Terms shall not give rise to a contract of employment between the Employment Business and you, or between you and the Client, and no contract shall exist between the Employment Business and you between Assignments. The terms of this engagement are conditional upon all information supplied by you to the Employment Business being true and complete.

2.2. During an Assignment, you will be engaged on a ‘Contract for Services’ by the Employment Business. You are supplied as a ‘worker’, and are entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving you rights in addition to those provided by statute, except where expressly stated.

2.3. These Terms are conditional upon the Employment Business being satisfied as to your entitlement to work in the UK. You are required to produce official documentation to the Employment Business in order to ensure compliance with the provisions of the Immigration, Asylum and Nationality Act 2006. The attached Schedule sets out the documents required. Your original documentation must be viewed and checked by the Employment Business.

2.4. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and you and set out in writing and a copy of the varied terms is given to you.

2.5. The Employment Business shall act as an Employment Business, (as defined in Section 13(3) of the Employment Agencies Act 1973), when introducing or supplying you for Assignments with its Clients.

2.6. If, before, during or following an Assignment, the Client wishes to Engage you directly or through another employment business, you acknowledge that the Employment Business will be

entitled either to charge the Client a Transfer Fee or to agree an extension of the Assignment with the Client at the end of which you may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a Transfer Fee to the Client if the Client introduces you to a third party who subsequently engages you.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1. The Employment Business will endeavor to obtain suitable Assignments for you to perform the agreed Type of Work. You shall not be obliged to accept any Assignment offered by the Employment Business.

3.2. You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.2.1. The suitability of the work to be offered shall be determined solely by the Employment Business; and

3.2.2. The Employment Business shall incur no liability should it fail to offer you Assignments of the Type of Work or any other work.

3.3. At the same time as an Assignment is offered to you, the Employment Business shall provide you with Assignment Details as follows:

3.3.1. The identity of the Client, and if applicable, the nature of their business;

3.3.2. The date the Assignment is to commence and, the duration or likely duration of Assignment;

3.3.3. The Type of Work, location/place of work and hours during which you would be required to work;

3.3.4. The Hourly Rate that will be paid and, if applicable, any expenses payable by, or, to you;

3.3.5. 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

3.3.6. What experience, training or qualifications, are required by law or by the Client, if considered necessary.

3.4. For the purpose of calculating the average number of weekly hours worked by you on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which you commence the First Assignment.

3.5. If you have completed the 12 Week Qualifying Period on the start date of the relevant Assignment or following completion of the 12 Week Qualifying Period during the relevant Assignment, and if you are entitled to any terms and conditions relating to the duration of

working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be provided in the relevant Assignment Details or any variation to the relevant Assignment Details, (as appropriate).

4. TEMPORARY WORKERS' OBLIGATIONS

4.1. You are not obliged to accept any Assignment offered by the Employment Business but if you do accept an Assignment, during every Assignment and afterwards where appropriate, you will:

4.1.1. Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation; and perform the assignment to the best of your ability and with reasonable skill and care.

4.1.2. Observe any relevant rules and regulations of the Client's establishment, (including normal hours of work), to which attention has been drawn or which you might reasonably be expected to ascertain;

4.1.3. Take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;

4.1.4. At any time make the Employment Business aware of any condition that may affect your ability to do the job in hand.

4.1.5. Not engage in any conduct detrimental to the interests of the Employment Business and/ or Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Client;

4.1.6. Not commit any act or omission constituting any criminal act or unlawful act of discrimination against, or harassment of, any member of the Employment Business' or the Client's staff;

4.1.7. Not at any time divulge to any person, nor use for your own or any other person's benefit, any Confidential Information relating to the Client's or the Employment Business's employees, business affairs, transactions or finances;

4.1.8 Not at any time market, sell or auction any form of Client promotional products or samples revived during any Assignment.

4.1.9. On completion of the Assignment or at any time when requested by the Client or the Employment Business, return to the Client or where appropriate, to the Employment Business, any Client property or items provided to you in connection with, or for the purpose of, the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

4.2. If you accept any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment, (as appropriate), and at any time at the Employment Business' request, you undertake to:

4.2.1. Inform the Employment Business of any Calendar Weeks since October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which you have worked in the same or a similar role with the relevant Client via any third party and which you believe count or may count toward the 12 Week Qualifying Period.

4.2.2. Provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and

4.2.3. Inform the Employment Business if, since 1 October 2011, you have prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

4.2.3.1. completed two or more assignments with the Client;

4.2.3.2. Completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or

4.2.3.3. Worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.

4.3. If you are unable for any reason to attend work during the course of an Assignment you should inform the Employment Business by 8.30am of the commencement of the Assignment or shift by leaving a message on the office answer machine and also by texting the Account Handler. In the event that it is not possible to inform the Employment Business within these timescales, you should alternatively inform the Client and then the Employment Business as soon as possible.

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

4.5. You acknowledge that any breach of your obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from you.

5. TIMESHEETS

5.1. At the end of each week of an Assignment, (or at the end of the Assignment - where it is for a period of 1 week or less or is completed before the end of a week), you shall deliver to the

Employment Business a timesheet, duly completed, to indicate the number of hours worked during the preceding week, (or such lesser period), and signed by an authorised representative of the Client in order that payment may be processed.

5.2. Subject to clause 5.3, the Employment Business shall pay you for all hours worked, regardless of whether the Employment Business has received payment from the Client for those hours. However, you must endeavour to submit your Timesheet on time
- at the end of each week of an Assignment, (or at the end of the Assignment - where it is for a period of 1 week or less or is completed before the end of a week) - or this may delay payment. If you submit timesheets late, (beyond the end of each week), and/or they do not reflect the payments already made, the Employment Business reserves the right to adjust your subsequent payments accordingly, upwards or downwards.

5.3. Where you fail to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigation into the hours claimed by you and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to you. The Employment Business shall make no payment to you for hours claimed but not worked and you may be subject to the Employment Business's disciplinary procedure.

5.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, your working time shall only consist of those periods during which you are carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, (apart from time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of your working time for these purposes. This clause 5.4 is subject to any variation provided in the relevant Assignment Details or any variation to the relevant Assignment Details which the Employment Business may make for the purpose of compliance with the Agency Workers Regulations.

6. PAY

6.1. The Employment Business shall pay to you the Actual Rate of Pay unless and until you complete the 12 Week Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis. The rate of pay will be at a rate not less than the National Minimum Wage.

6.1.2. The Employment Business will make an additional payment, equivalent to 12.07% of your Actual Rate of pay, as payment for the annual leave accrued and to fully satisfy holiday entitlement. This additional payment will be separately detailed on your Pay Notification for clarity.

6.2. If you have completed the 12 Week Qualifying Period on the start date of the relevant Assignment or following completion of the 12 Week Qualifying Period during the relevant Assignment, the Employment Business shall pay to you:

6.2.1. The Actual Qualifying Period Rate of Pay; and

6.2.2. The Emoluments, (if any), which will be notified on a per Assignment basis and provided in the relevant Assignment Details or any variation to the relevant Assignment Details.

6.3. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 below, and any other statutory entitlement, you are not entitled to receive payment from the Employment Business or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.

6.4. If you have completed the 12 Week Qualifying Period on the start date of the relevant Assignment, or following completion of the 12 Week Qualifying Period, during the relevant Assignment, you may be entitled to receive a higher rate of pay in accordance with the Actual Qualifying Period Rate of Pay. You will comply with any requirements of the Employment Business and/or the Client relating to the assessment of your performance for the purpose of determining whether or not you are entitled to a higher rate of pay. If, subject to satisfying the relevant assessment criteria, you are entitled to receive a higher rate of pay, the Employment Business will pay the higher rate to you.

6.5. Where you hold a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, you must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual Qualifying Period Rate of Pay, (where applicable), but it shall be your responsibility to pay such social fee contributions as may be applicable in the Member State concerned. In the event that you fail to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, you undertake to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to you.

6.6. Deductions, Income Tax and National Insurance: your pay will be processed under HMRC's Pay As You Earn (PAYE) scheme and be subject to deductions of tax and national insurance, in accordance with HMRC regulations.

6.7. The Employment Business shall be entitled at any time during your assignment, or in any event on termination, to deduct from your pay hereunder any monies due from you to the Employment Business including but not limited to any outstanding loans, advances, training costs, the cost of repairing any damage or loss to the Employment Business and/or Client's property caused by you, (and of recovering the same), excess holiday and any other monies owed by you to the Employment Business.

7. HOLIDAY ENTITLEMENT

7.1. The Employment Business encourages you to take your full entitlement to annual leave each year and our preference is to include your holiday pay in your weekly salary. The Employment Business will not however take any steps to prevent you from taking holiday if that is your preference.

7.2. Annual leave must be taken during the course of the Leave Year in which it accrues and, save as may be provided in the relevant Assignment Details or any variation to the relevant Assignment Details; none may be carried forward to the next year. You are responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.

7.3. In the event that you are unable to take your full annual leave as holiday you are entitled to paid annual leave of the statutory minimum entitlement under the Working Time Regulations 1998. The current statutory entitlement to paid annual leave under the Working Time Regulations is 5.6 weeks, (pro-rated for part-time workers). All holiday payments are added to your hourly rate of pay at the rate of 12.07% and detailed separately on your pay notification.

7.4. Entitlement to payment for leave under clause 7.1 accrues in proportion to the amount of time worked by you on Assignment during the Leave Year.

7.5. Under the Agency Workers Regulations, on completion of the 12 Week Qualifying Period you may be entitled to paid and/or unpaid annual leave in addition to your entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be provided in the relevant Assignment Details or any variation to the relevant Assignment Details.

7.6. Unless stated otherwise in the Assignment Details, if you wish to take paid annual leave you should request such annual leave in writing from the Employment Business, setting out the dates of your intended absence providing notice of at least twice the length of the period of leave that you wish to take. The Employment Business may accept or decline your request depending upon the operational requirements of the Client for whom you are carrying out an Assignment. Following any request to take annual leave, the Employment Business may give a counter-notice to you to postpone or reduce the amount of leave that you wish to take and unless stated otherwise in the Assignment Details, in such circumstances the Employment Business will inform you as soon as is reasonably possible. The Employment Business reserves the right to ask you to take annual leave at times convenient to its business and that of its Clients.

7.7. Subject to clause 7.3, the amount of payment which you will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which you have worked on Assignment.

7.8. Subject to clause 7.3, in the course of any Assignment during the first Leave Year, you are entitled to request leave at the rate of one-twelfth of your total holiday entitlement in each month of the Leave Year.

7.9. Save where this clause is amended by the Assignment Details, where a bank holiday or other public holiday falls during an Assignment and you do not work on that day, then subject to you having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3, (if applicable), you may, upon giving the notice in clause 7.5, take a bank holiday or other public holiday as part of his or her paid annual leave entitlement.

7.10. Where this contract is terminated by either party, you shall be entitled to a payment in-lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 7 at the date of termination.

8. NOTIFICATION OF ABSENCES AND SICK PAY

You are required to notify the Employment Business and the Client on your first day of sickness by leaving a message on the office answer machine and also by texting the Account Handler by 8.30am.

8.1. You may be eligible for Statutory Sick Pay (SSP) for any Assignments that you are committed

to, provided that you meet the relevant statutory criteria.

8.2. You are required to provide the Employment Business with evidence of incapacity to work which may be by way of a self- certificate for the first 7 calendar days, including weekends, of incapacity and a Doctor's Statement of Fitness for Work ("the Statement") thereafter.

8.3. For SSP purposes, your qualifying days are Monday to Sunday.

8.4. In the event that you submit a Statement of Fitness for Work or similar medical evidence, which indicates that you may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether you will be (a) placed in a new Assignment or (b) permitted to continue in an on-going Assignment. In making such determination, the Employment Business may consult with you to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.

8.5. Where clause 8.4 applies, your placement in a new Assignment or continuation in an on-going Assignment may be subject to you agreeing to a variation of the Terms or the assignment details provided in the Assignment Details to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

Failure to adhere to the above criteria may jeopardise your entitlement to SSP.

9. TERMINATION

9.1. The Employment Business, or the Client, may terminate your Assignment at any time without prior notice or liability, however, the Employment Business will endeavor to give you prior notice, wherever possible. You are required to give one week's notice of your intention to terminate your Assignment and/or these Terms.

9.2. You acknowledge that the continuation of an 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 shall cease with immediate effect without liability to you, (save for payment for hours worked by you up to the date of termination of the Assignment).

9.3. If you do not inform the Client or the Employment Business that you are unable to attend work during the course of an Assignment, (as required in clause 4.3), this will be treated as termination of the Assignment by you in accordance with clause 9.1, unless you can show that exceptional circumstances prevented you from complying with clause 4.3.

9.4. If you are absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses

9.1 or 9.3 above, the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which you were assigned is no longer available.

9.5. If you do not report to the Employment Business to notify your availability for work for a period of 2 weeks, the Employment Business may forward your P45 to your last known address.

The Employment Business reserves the right to terminate these Terms without any notice, or pay in-lieu of notice, if it has reasonable grounds to believe that you are guilty of gross misconduct or gross negligence. Examples of gross misconduct are set out in the Employment Business's Disciplinary Procedure.

On termination of these Terms, you must immediately return to the Employment Business in accordance with its instructions all equipment, uniform, correspondence, records, specifications, software, models, notes, disks, reports and other documents and any copies thereof and any other property belonging to the Employment Business or its Associated Companies or clients, (including but not limited to keys, equipment, and passes), which are in your possession or under your control. You must, if so required by the Employment Business, confirm in writing that you have complied with this obligation.

10. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by you for the Client during the Assignment shall belong to the Client. Accordingly you shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights as per this clause.

11. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

For the purposes of this section, Confidential Information shall mean all information relating to the business or prospective business, current or projected plans of the Employment Business or Client and, in particular, but not limited to all know-how, marketing and sales information, price lists and pricing structures, designs, planned features and feature proposals, trade secrets, unpublished information relating to the intellectual property, any information which you have been told is confidential or which you might reasonably expect the Employment Business would regard as confidential, and any commercial, financial or technical information relating to the business or prospective business of the Employment Business and or Client, any customer or potential customer, supplier or potential supplier, distributor, advertiser, licensee, officer or worker of the Employment Business or to any member or person interested in the share capital of the Employment Business or its clients.

11.1 You agree that during the course of your Assignment, you may have access to Confidential Information belonging to the Employment Business and/or the Client.

11.2 You hereby acknowledge that all documents containing or referring to Confidential Information at any time in your control or possession are and shall at all times remain the absolute property of the Employment Business or Client. You agree, both during your Assignment and after termination of these Terms for any reason whatsoever, to exercise due care and diligence to avoid any unauthorised publication, disclosure or use of Confidential Information and any documents containing or referring to it.

11.3. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence, you agree as follows:

11.3.1. That you shall not at any time, 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 its duties), 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 with the exception of information already in the public domain;

11.3.2. To deliver up to the Client or the Employment Business, (as directed), at the end of each Assignment all documents and other materials belonging to the Client, (and all copies), which are in its possession including documents and other materials created by you during the course of the Assignment; and

11.3.3 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 its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

11.3.4 Not at any time make any notes or memoranda relating to any matter within the scope of the Employment Business's or Client's, dealings or affairs otherwise than for the proper performance of duties.

12. DATA PROTECTION

12.1. You warrant that in relation to these Terms, you shall comply strictly with all provisions applicable to you under the Data Protection Laws including our Employee Privacy Policy available for [location] and shall not do or permit to be done anything which might cause the Employment Business or the Client to breach any Data Protection Laws.

12.2. You consent to the Employment Business, any other intermediary involved in supplying the services of you to the Client, (now or in the future), and the Client:

12.2.1. Processing your personal data for purposes connected with the performance of the Assignment and pursuant to these Terms and our Employee Privacy Policy. Any information held concerning you which is personal data and which is processed by the Employment Business for these purposes shall be processed only in accordance with the Data Protection Act 1998, including General Data Protection Regulations, and

12.2.2. Exporting and/or processing your personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms. This data may be recorded, kept and processed on computer and in hard copy. Providing that it is connected with these Terms and relevant to the performance of the Employment Business's responsibilities, it may be necessary for the Employment Business to disclose this information to others, including other workers of the Employment Business, the Employment Business's professional advisers, HMRC and other authorities, if necessary. Through your appointment, we require your consent to the recording, processing, use and disclosure by the Employment Business of personal data relating to you as set out above. You shall also comply with the employee privacy policy when handling personal data in the course of employment including personal data relating to any employee, customer, client or supplier of the company.

12.3. Security: these Terms require your consent to the Employment Business or Client checking, recording and reviewing telephone calls, computer files, records and e-mails and any other compliance, security or risk analysis checks that the Employment Business or Client considers reasonably necessary.

12.4. We may check the information collected, with third parties or with other information held by us. We may also use or pass to certain third parties information to present or detect crime, to protect public funds, or in other way permitted or required by law. Your personal data and CV being forwarded to clients and references being passed onto potential employers.

13. SEVERABILITY

The various provisions and sub-provisions of these Terms are severable and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof in these Terms.

13.1 Criminal Record Checks: some Assignment offers are conditional upon satisfactory criminal record and barring information checks. If relevant to your Assignment, please find attached a DBS (Disclosure and Barring Service) application form and guidance notes with the conditional offer letter. It is for the prospective worker to complete and sign the form and return it to the Employment Business with original documentation, as required by the DBS.

14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally, by email or by post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email, when that email is sent.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

16. POLICIES

16.1. Grievance and Disciplinary Procedures: the Terms of the Company's Disciplinary and Grievance Procedures are available from the Employment Business, you must adhere to the Terms therein which may be in force from time to time.

16.2. Other important policies can be obtained from the Employment Business. You will be required to adhere to these and other Employment Business Policies that may be in force from time to time.

16.3. Non-Smoking: the Employment Business operates a non-smoking policy.

17. DEDUCTIONS

17.1 Pension: the Employment Business will follow the Government's automatic enrolment pension legislation and will make contributions in line with the Government's statutory requirements, as and when the Employment Business is legally obligated to participate.

17.2 Subject to compliance with Regulation 12 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, the Employment Business reserves the right in its absolute discretion to deduct from your pay any sums which you may owe the Employment Business including, without limitation, any overpayments or loans made to you by the Employment Business or losses suffered by the Employment Business and or their Client/s as a result of your negligence or breach of Employment Business or Client rules.

18. COLLECTIVE AGREEMENT

These Terms are not covered by any collective agreement.

This Agreement has been made in good faith and is based on the information disclosed to us during the selection and interview process. Should we later find that material information has been withheld from us, such as a previous dismissal for dishonesty, we retain the right to withdraw these Terms without any further liability.