

CONTRACT FOR SERVICES – AGENCY WORKERS

1. DEFINITIONS & INTERPRETATION

1.1. In this Contract, the following definitions apply:

Additional Payment means any payment in addition to the Qualifying Pay Rate;

Agency Worker means the person named on the attached Assignment Schedule;

Agreed Deduction means a deduction in respect of (i) any prior overpayment made to the Agency Worker (ii) the replacement or repair cost of any Fusion or Client property which is lost, damaged or not returned by the Agency Worker in accordance with this Contract (iii) any parking fines, fixed penalty notices or similar costs which are paid on behalf of or in respect of the Agency Worker by Fusion or the Client and (iv) any other deduction which the Agency Worker agrees may be made by Fusion from time to time;

Assignment means the temporary role which the Agency Worker carries out for a Client;

Assignment Schedule means the document issued by Fusion confirming the details of the Assignment;

AWR means the Agency Workers Regulations 2010;

Client means the person, firm or corporate body (together with any subsidiary or associated person, firm or corporate body) to which the Agency Worker is supplied or introduced;

Conduct Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

Confidential Information means all commercial, financial, marketing, operational, technical or other information, knowhow, trade secrets or data of whatever nature relating to the Client and the Client's business or affairs, in any form or medium whatsoever;

Contract means this document, together with the Assignment Schedule;

Data Protection Laws means the Data Protection Act 2018, the General Data Protection Regulation and any other relevant legislation relating to the retention, use and transfer of personal data;

Engagement means the engagement, employment or use of the Agency Worker by (i) the Client or (ii) any third party to whom the Agency Worker has been introduced by the Client on any basis whatsoever and whether directly or indirectly; "Engage", "Engages" and "Engaged" shall be interpreted accordingly;

Fusion means Fusion People Limited (Registered in England & Wales No. 04873626) of 3700 Parkway, Solent Business Park, Whiteley, Hampshire, PO15 7AW;

Initial Pay Rate means the pay rate which will be paid for each hour or day worked during an Assignment prior to completion of the Qualifying Period, subject to Statutory Deductions and Agreed Deductions;

Intellectual Property means all copyright, trade marks, patents, design rights and other intellectual property rights arising anywhere in the world, whether registrable or not, together with any registration rights in respect of the same;

Leave Year means the financial year beginning on 6 April;

Period of Extended Hire means an additional period for which the Client may elect to extend the Assignment as an alternative to paying a Transfer Fee;

Qualifying Pay Rate means the pay rate which will be paid to the Agency Worker upon completion of the Qualifying Period, subject to Statutory Deductions and any Agreed Deductions;

Qualifying Period means 12 continuous calendar weeks during the whole or part of which the Agency Worker is supplied by one or more temporary work agencies to the Client to work in the same role;

Relevant Jurisdiction means the county in which the Assignment is carried out;

Relevant Period means (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Client having been supplied by Fusion; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for

the Client having been supplied by Fusion or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

Statutory Deduction means any deductions which Fusion may be required by law to make including, without limitation, deductions for PAYE income tax and National Insurance;

Transfer Fee means the fee payable by the Client to Fusion upon the Client Engaging the Agency Worker; and

WTR means the Working Time Regulations 1998.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings in this Contract are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to legislation includes any amendment to or replacement of such legislation and any subordinate legislation made from time to time, whether before or after the date of this Contract.

2. THE CONTRACT

- 2.1. This Contract constitutes a Contract for Services between Fusion and the Agency Worker for the supply of services to the Client and shall apply to any Assignments undertaken by the Agency Worker through Fusion, subject to any variation to this Contract which may be made by Fusion from time to time in accordance with clause 2.3.
- 2.2. This Contract represents the entire agreement between Fusion and the Agency Worker and shall prevail over any other terms proposed by the Agency Worker.
- 2.3. No variation or alteration to this Contract shall be valid if made during the course of an Assignment unless the details of such variation are agreed between Fusion and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. For the purposes of the Conduct Regulations, Fusion shall act as an Employment Business.

3. NO EMPLOYMENT RELATIONSHIP

- 3.1. This Contract shall not create an employment relationship between Fusion and the Agency Worker and there is no intention for any mutuality of obligation to exist between the parties at any time. The Agency Worker shall be a worker rather than an employee of Fusion.
- 3.2. Fusion shall be under no obligation to offer an Assignment to the Agency Worker and the Agency Worker shall be under no obligation to accept any Assignment which is offered by Fusion.
- 3.3. The Agency Worker may register with and work through any other employment business at any time, provided that this does not cause the Agency Worker to breach any obligation under this Contract or cause a conflict of interest.

4. AGENCY WORKER WARRANTIES

- 4.1. The Agency Worker warrants and must ensure that:
 - 4.1.1. the Agency Worker is legally entitled to work in the Relevant Jurisdiction;
 - 4.1.2. the information provided by the Agency Worker in any registration document and CV is accurate, complete and not misleading;
 - 4.1.3. the Agency Worker has disclosed to Fusion any unspent criminal convictions and, if the Assignment falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, any spent convictions (subject to the filtering rules);
 - 4.1.4. the Agency Worker has accurately disclosed any security clearances which the Agency Worker holds;
 - 4.1.5. the Agency Worker shall notify Fusion if the Agency Worker has worked for the Client through any other employment business in the six month period prior to commencement of an Assignment; and
 - 4.1.6. the Agency Worker shall notify Fusion without delay if it would be detrimental to the interests of the Client or the

Agency Worker for the Agency Worker to carry out an Assignment.

5. ASSIGNMENTS

- 5.1. On commencement of an Assignment, Fusion shall issue an Assignment Schedule confirming the specific details of the Assignment, together with the information specified in the Conduct Regulations.
- 5.2. During an Assignment, the Agency Worker must:
 - 5.2.1. co-operate with the Client's reasonable instructions and work under the direction, supervision and control of the Client or any third party specified by the Client;
 - 5.2.2. comply with any rules, regulations, policies and procedures of the Client to the extent that they are applicable to an agency worker;
 - 5.2.3. take all reasonable steps to safeguard the Agency Worker's own health and safety and that of any other person who may be affected by the Agency Worker's actions on the Assignment;
 - 5.2.4. not engage in any conduct detrimental to the interests of Fusion or Client or any conduct may could bring Fusion or the Client into disrepute;
 - 5.2.5. not harass, victimise or unlawfully discriminate against any employee, contractor or worker of Fusion or the Client; and
 - 5.2.6. not divulge to any person, nor use for the Agency Worker's benefit, any Confidential Information relating to the Client's employees, business affairs, transactions or finances.
- 5.3. The Agency Worker shall notify Fusion without delay if the Agency Worker believes that:
 - 5.3.1. the Client has not given access to collective facilities and amenities to the Agency Worker;
 - 5.3.2. the Client has not provided information about permanent job opportunities to the Agency Worker or information about where the Agency Worker may find such information; or
 - 5.3.3. the Agency Worker is not receiving equal treatment pursuant to the AWR after the Qualifying Period.
- 5.4. On completion of the Assignment or at any time when requested by the Client or Fusion, the Agency Worker must return to the Client or to Fusion as appropriate, in good condition, any property or items provided to the Agency Worker in connection with or for the purpose of the Assignment including, without limitation, any equipment, materials, documents, swipe cards and ID cards.
- 5.5. The Agency Worker acknowledges that, if the Client wishes to Engage the Agency Worker during the Relevant Period directly or through another employment business, Fusion may (i) charge the Client a Transfer Fee or (ii) agree a Period of Extended Hire with the Client which the Agency Worker must complete before the Agency Worker may be Engaged by the Client without liability to pay a Transfer Fee.

6. TIMESHEETS

- 6.1. At the end of each week of an Assignment and on termination of an Assignment, the Agency Worker shall submit a timesheet to Fusion in such format as Fusion may specify which (i) shows the number of hours worked during the relevant week and (ii) has been approved by an authorised representative of the Client.
- 6.2. Subject to receipt of the approved timesheet by 12:00pm on a Wednesday, Fusion shall pay the Agency Worker each Friday for hours worked in the previous week. Where the timesheet is received after this time, Fusion shall pay the Agency Worker on the Friday of the following week.
- 6.3. The Agency Worker must notify Fusion if the Client refuses or fails to approve the Agency Worker's timesheet. In such circumstances, Fusion shall contact the Client to establish the hours worked by the Agency Worker and the Client's reason for refusing or failing to approve the timesheet. Fusion shall endeavour to ensure that such process shall take no longer than ten working days, after which time Fusion shall notify the Agency Worker of the outcome.
- 6.4. Fusion warrants that it shall pay for all hours actually worked by the Agency Worker regardless of whether Fusion expects to receive

payment from the Client for those hours and such payment shall be subject to Statutory Deductions and Agreed Deductions.

- 6.5. The Agency Worker must only record times in which the Agency Worker has actually carried out duties for the Client on the Agency Worker's timesheet. 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 be treated as working time unless otherwise agreed by Fusion in writing.
- 6.6. The Agency Worker must not make any retrospective adjustment to any timesheet which has been approved by the Client.

7. REMUNERATION

- 7.1. Fusion shall pay the Initial Pay Rate to the Agency Worker until the Agency Worker completes the Qualifying Period. The Initial Pay Rate will be agreed separately for each Assignment and set out in the Assignment Schedule.
- 7.2. Upon the Agency Worker completing the Qualifying Period, Fusion shall pay to the Agency Worker:
 - 7.2.1. the Qualifying Pay Rate; and
 - 7.2.2. any Additional Payment which will be confirmed in an amended Assignment Schedule, if applicable.
- 7.3. Fusion warrants that the Initial Pay Rate and Qualifying Pay Rate shall not be less than the National Minimum Wage or, if applicable, the National Living Wage from time to time.
- 7.4. Subject to any statutory entitlement or Fusion's agreement in writing, the Agency Worker is not entitled to receive payment from Fusion or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason.
- 7.5. Upon completion of the Qualifying Period, the Agency Worker may be entitled to receive a bonus. The Agency Worker must comply with any requirements of Fusion or the Client relating to the assessment of the Agency Worker's performance for the purpose of determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If the Client confirms in writing that the Agency Worker is entitled to receive a bonus, Fusion will pay the bonus to the Agency Worker.

8. ANNUAL LEAVE

- 8.1. The Agency Worker is entitled to paid annual leave in accordance with the statutory minimum under the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks inclusive of public holidays.
- 8.2. Entitlement to payment for leave under clause 8.1 shall accrue in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year. For the avoidance of doubt, the Agency Worker may not take more paid annual leave than the Agency Worker has accrued at any time.
- 8.3. On completion of the Qualifying Period, the Agency Worker may be entitled to further annual leave in addition to the Agency Worker's entitlement under the WTR. If this is the case, any such entitlement, the date from which any such entitlement will commence and how payment for such entitlement shall be made will be confirmed in an amended Assignment Schedule.
- 8.4. If clause 8.3 applies, Fusion may make payments on a rolled-up basis in respect of any annual leave which exceeds the statutory minimum under the WTR. If such payments have been made on a rolled-up basis, the Agency Worker shall be entitled to take the additional leave which is due under the AWR, but shall not receive any further payment in respect of such leave.
- 8.5. All paid annual leave must be taken during the Leave Year in which it accrues and the Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 8.6. If the Agency Worker wishes to take paid annual leave during an Assignment, the Agency Worker must notify Fusion of the dates of the intended absence in writing, giving notice of at least twice the length of the period of leave that the Agency Worker wishes to take. In certain circumstances, Fusion may require the Agency Worker to take paid annual leave at specific times or may notify the Agency Worker

- of periods when paid annual leave cannot be taken.
- 8.7. Save where otherwise specified in the Assignment Schedule, where a public holiday falls during an Assignment and the Agency Worker does not work on that day, that day shall count towards the Agency Worker's paid annual leave entitlement, provided that the Agency Worker has accrued sufficient paid annual leave.
- 9. SICKNESS ABSENCE**
- 9.1. The Agency Worker must notify Fusion within one hour of commencement of the working day if the Agency Worker is unable to work due to sickness or any other reason.
- 9.2. The Agency Worker may be eligible for Statutory Sick Pay provided that the Agency Worker meets the relevant statutory criteria. For the purposes of the Statutory Sick Pay scheme, the qualifying days shall be the days on which the Agency Worker would usually work in the relevant Assignment.
- 9.3. The Agency Worker must provide Fusion with evidence of incapacity to work which may be by self-certification for the first 7 days of incapacity and a Statement of Fitness for Work ("**Statement**") thereafter.
- 9.4. If the Agency Worker submits a Statement or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work, Fusion will consult with the Client to assess whether the conditions in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 9.5. Where clause 9.4 applies, the Agency Worker's placement in a new Assignment or continuation of an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Contract or the assignment details set out in the Assignment Schedule to accommodate any conditions identified in the Statement or other medical evidence as appropriate.
- 10. TERMINATION**
- 10.1. Subject to any notice provision in the Assignment Schedule, Fusion, the Agency Worker or the Client may terminate an Assignment at any time without notice or liability.
- 10.2. Notwithstanding any notice period specified in the Assignment Schedule, Fusion may terminate the Assignment without notice if:
- 10.2.1. the Client cancels the Assignment prior to its commencement;
 - 10.2.2. the Client notifies Fusion of any serious issue with the Agency Worker's conduct, performance or attitude during the Assignment;
 - 10.2.3. the Client reasonably considers the Agency Worker to be incapable of performing the Assignment to the required standard;
 - 10.2.4. the Agency Worker commits a serious breach of any Client policy including, without limitation, the Client's health and safety, site security, data protection or information technology policy;
 - 10.2.5. the Agency Worker refuses or fails to perform the Assignment for any reason;
 - 10.2.6. the agreement between the Client and Fusion is terminated for any reason; or
 - 10.2.7. Fusion reasonably considers it to be detrimental to the interests of the Agency Worker or the Client for the Assignment to continue.
- 10.3. Following termination of an Assignment and prior to Fusion issuing a P45 to the Agency Worker, the Agency Worker may request payment in lieu of any untaken paid annual leave which has been accrued. Unless the Agency Worker commences a further Assignment, Fusion will forward a P45 to the Agency Worker's last known address within six weeks of an Assignment terminating.
- 10.4. If the Agency Worker owes any sum to Fusion after termination of the Assignment, the Agency Worker must repay such sum within 14 days of Fusion requesting payment in writing. Any monies which are not repaid within this period shall be recoverable as a debt and/or may be deducted from any amount which Fusion may be liable to pay the Agency Worker at any future time.
- 10.5. Clauses 5.4, 10.4, 11, 12 and 13.1 shall survive termination of the Assignment howsoever arising.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1. The Agency Worker acknowledges that all Intellectual Property arising out of or in connection with work carried out by the Agency Worker during an Assignment shall belong to the Client and the Agency Worker shall (i) unreservedly assign to the Client any rights in such Intellectual Property without charge and (ii) waive any moral rights in such Intellectual Property.
- 11.2. The Agency Worker shall execute all such documents and take all such steps as Fusion or the Client shall require in order to give effect to the Agency Worker's obligations under this clause 11.
- 12. CONFIDENTIALITY**
- 12.1. The Agency Worker agrees:
- 12.1.1. not at any time, whether during or after an Assignment (unless expressly authorised by the Client) to disclose to any person or to make use of any Confidential Information;
 - 12.1.2. to deliver up to the Client at the end of each Assignment all documents and materials (in any format) belonging to the Client, containing the Client's Confidential Information or otherwise relating to the Assignment;
 - 12.1.3. not to make any copy, abstract or summary 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 the Assignment, in which event any such item shall belong to the Client; and
 - 12.1.4. to enter into such confidentiality undertaking or agreement as the Client may require from time to time as a condition of the Agency Worker performing the Assignment.
- 13. DATA PROTECTION**
- 13.1. The Agency Worker acknowledges that Fusion shall process personal data and sensitive personal data relating to the Agency Worker in accordance with its privacy notice, which is available to view at: <https://fusionpeople.com/privacy-policy>
- 13.2. The Agency Worker acknowledges that Fusion shall provide certain personal data and sensitive personal data to Clients and potential Clients for legitimate purposes and they shall process such data in accordance with their own privacy notices, which they are responsible for issuing to the Agency Worker.
- 13.3. Where applicable, the Agency Worker consents to Fusion providing information about the Agency Worker's security clearances to the Client and to any third party acting on behalf of the Client for the purpose of assessing the Agency Worker's suitability, verifying the Agency Worker's security clearances or applying for any additional security clearances which the Agency Worker may require to carry out the Assignment.
- 13.4. The Agency Worker must comply strictly with all Data Protection Laws and:
- 13.4.1. not do or permit there to be done anything which might cause Fusion or the Client to breach the Data Protection Laws;
 - 13.4.2. comply with all such instructions, policies and procedures which the Client shall specify in relation to the protection of data privacy;
 - 13.4.3. use any personal data provided to or made available to the Agency Worker during the course of the Assignment strictly for the proper performance of that Assignment;
 - 13.4.4. notify the Client without delay if the Agency Worker becomes aware of any breach of Data Protection Laws during the course of the Assignment; and
 - 13.4.5. deliver up upon demand all personal data belonging to the Client which is in the Agency Worker's possession and not retain any such personal data for any reason after termination of the Assignment.
- 14. SEVERABILITY**

If any part of this Contract shall be determined by any competent authority to be unenforceable to any extent, such part shall, to that extent, be severed from the remainder, which shall continue to be valid to the fullest extent permitted by law.

15. THIRD PARTY RIGHTS

- 15.1. Subject to clause 15.2, Fusion and the Agency Worker do not intend that any third party may enforce any part of this Contract pursuant to the Contract (Rights of Third Parties) Act 1999.
- 15.2. The Client may enforce clauses 5.4, 11.2, 12 and 13 directly against the Agency Worker, notwithstanding that the Client is not a party to this Contract.

16. GOVERNING LAW & JURISDICTION

This Contract shall be interpreted in accordance with the law of England & Wales and any dispute between the parties shall be subject to the exclusive jurisdiction of the Courts of England & Wales. Nothing in this clause shall prevent a party from enforcing a judgment of the Courts of England and Wales in any court of competent jurisdiction.

AGREED BY THE AGENCY WORKER:

Signed _____

Print _____

Date _____