

## **TERMS AND CONDITIONS OF ENGAGEMENT FOR CASUAL AGENCY WORKERS BY ARU TEMPS**

Thank you for registering with ARU Temps for temporary agency work. Please read this document fully and use the definitions to help you understand these Terms of Engagement.

### **1. DEFINITIONS**

<b>“Actual Rate of Pay”</b>	means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment for each hour worked, as set out in the relevant Booking Confirmation;
<b>“Actual QP Rate of Pay”</b>	means the rate of pay which will be paid to the Agency Worker if and when they complete the Qualifying Period, as set out in any variation to the relevant Booking Confirmation;
<b>“Agency Worker”</b>	means you, as supplied by the Employment Business to provide services to the Hirer;
<b>“Agreed Deductions”</b>	means any deductions the Agency Worker has agreed can be made from their pay;
<b>“Assignment”</b>	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
<b>“AWR”</b>	means the Agency Workers Regulations 2010;
<b>“Booking Confirmation”</b>	means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
<b>“Calendar Week”</b>	means any period of 7 days starting with the same day as the first day of the First Assignment;
<b>“Conduct Regulations”</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
<b>“Confidential Information”</b>	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (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 or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

<b>“Data Protection Laws”</b>	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
<b>“Deductions”</b>	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;
<b>“Emoluments”</b>	means any pay in addition to the Actual QP Rate of Pay;
<b>“Employment Business”</b>	ARU Temps of Bishop Hall Lane, Chelmsford CM1 1SQ is a trading name of Anglia Ruskin Enterprise Limited (registered company no 02367892). ARU Temps is an Employment Business as defined by the Conduct of Employment Agencies and Employment Business Regulations 2003.
<b>“Engagement”</b>	means the engagement (including the Agency Worker's acceptance of the Hirer's offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is 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;
<b>“First Assignment”</b>	means: <ul style="list-style-type: none"> <li>a) the relevant Assignment; or</li> <li>b) if, prior to the relevant Assignment: <ul style="list-style-type: none"> <li>i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and</li> <li>ii. the relevant 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 the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);</li> </ul> </li> </ul>
<b>“Hirer”</b>	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 supplied or introduced;
<b>“Hirer's Group”</b>	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

<b>“Hourly Rate”</b>	means national minimum wage, being the minimum gross rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;
<b>“Leave Year”</b>	means the period during which the Agency Worker accrues and may take statutory leave commencing on 1st August and runs until the anniversary of that date;
<b>“Period of Extended Hire”</b>	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
<b>“Qualifying Period”</b>	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 relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;
<b>“Relevant Period”</b>	means the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Agency Worker worked for the Hirer having been supplied by Employment Business 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;
<b>“Services”</b>	means the supply of the Agency Worker as temporary work staff to the Hirer covering the Type of Work requested by the Hirer from time to time;
<b>“Temporary Work Agency”</b>	means as defined in the Schedule to these Terms;
<b>“Terms”</b>	means these terms of engagement (including the attached schedule) together with any applicable Booking Confirmation;
<b>“Type of Work”</b>	means part or full time project, administration, hospitality, customer service, IT, education, logistics, facilities, factory and retail; and
<b>“WTR”</b>	means the Working Time Regulations 1998

## 2. THE CONTRACT

- 2.1 These terms and conditions of engagement constitute a contract of services between the Employment Business and the Agency Worker for the Services and shall govern all Assignments undertaken by the Agency Worker.
- 2.2 The contract between the parties starts on the first day of the First Assignment under these Terms however, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.3 During an Assignment, the Employment Business will engage the Agency Worker for Services on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker’s pay. These Terms shall not give rise to a contract of

employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.

- 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 the Agency Worker. Such variation must be set out in writing and a copy of the varied terms shall be 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.
- 2.5 The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

### **3. ASSIGNMENTS & INFORMATION TO BE PROVIDED**

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Employment Business is not obliged to nor does it guarantee the sourcing or offer of Assignments to the Agency Worker. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2 The Agency Worker acknowledges 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 to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker; and
  - 3.2.3 any offer of Assignment by the Employment Business to the Agency Worker will be based on the Agency Worker's skills and experience; and
  - 3.2.4 each offer of Assignment by the Employment Business which an Agency Worker accepts shall be treated as an entirely separate and severable engagement.
- 3.3 When an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with Booking Confirmation details setting out the following, for the purposes of the Conduct Regulations:
  - 3.3.1 the identity of the Hirer, 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 and details of hours during which the Agency Worker would be required to work;
  - 3.3.4 the Actual Rate of Pay that will be paid, intervals and any expenses payable by or to the Agency Worker;
  - 3.3.5 any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks;
  - 3.3.6 what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.
  - 3.3.7 For the purpose of Section 1 of the Employment Rights Act:
    - 3.3.7.1 any other paid leave such as maternity, paternity or adoption leave;
    - 3.3.7.2 the details of pension entitlements and pension schemes; and
    - 3.3.7.3 any other benefits.
- 3.4 For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the First Assignment.

- 3.4.1 If the Agency Worker is asked to work more than 48 hours per week in relation to an Assignment they will be asked to sign an individual opt out agreement confirming their consent to work for more than 48 hours per week. The Agency Worker is under no obligation to give their consent and they may terminate the consent at any time by giving not less than one week's written notice to the other.
- 3.4.2 The Agency Worker may not enter into an opt out agreement in accordance with clause 3.4.1 above where the amount of hours worked may have a detriment on their studies. The Employment Business may in its discretion require the Agency Worker to withdraw their consent to the abovementioned opt out agreement where such detriment occurs.
- 3.5 If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition, the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.6 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

#### 4. YOUR DUTIES

- 4.1 The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, then during every Assignment and afterwards where appropriate, the Agency Worker will:
- 4.1.1 work to the best of their ability and use their best endeavours to complete any Assignment to which these Terms apply;
- 4.1.2 co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
- 4.1.3 observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
- 4.1.4 take all reasonable steps to safeguard his or her 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 Hirer;
- 4.1.5 ensure they have adequate car insurance and are legally entitled to drive, should the Assignment require car travel;
- 4.1.6 not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
- 4.1.7 not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business's or the Hirer's staff;
- 4.1.8 not at any time tell or give to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business's employees, business affairs, transactions or finances;



- 4.1.9 on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker 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 the Agency Worker accepts 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's request, the Agency Worker undertakes to:
- 4.2.1 inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the 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 they have prior to the commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because they have:
- 4.2.3.1 completed two or more assignments with the Hirer;
- 4.2.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
- 4.2.3.3 worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3 If the Agency Worker is unable for any reason to attend work during the course of an Assignment they should inform the Employment Business as soon as the office hours commence or within 1 hour of the commencement of the Assignment or shift (whichever is earliest). In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4 If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why they may not be suitable for an Assignment, they shall notify the Employment Business without delay.
- 4.5 The Agency Worker warrants that in relation to these Terms, they shall comply strictly with all provisions applicable to them under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.
- 4.6 The Agency Worker acknowledges that any breach of their obligations set out in these Terms may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

## 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) the Agency Worker shall submit to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period).

- 5.2 The timesheet must be submitted online to the Employment Business no later than 10.00am on each Monday to confirm the total hours worked during the preceding week. In the event of public and statutory bank holidays, these timescales are subject to change and you will be notified in advance of any changes. There may be a delay in payment which the Employment Business shall not be liable for if timesheets are not submitted in time.
- 5.3 Subject to clause 5.4 and 5.5, the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.4 The timesheet must be approved by an authorised representative of the Hirer. There may be a delay in payment which the Employment Business shall not be liable for if timesheets are not approved by an authorised representative of the Hirer.
- 5.5 Where a timesheet is not properly authenticated by an authorised representative of the Hirer, the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. **This may delay any payment due to the Agency Worker** which the Employment Business shall not be liable for. The Employment Business will not pay the Agency Worker for hours not worked.
- 5.6 For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which they are carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.6 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

## 6. PAY & DEDUCTIONS

- 6.1 For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Booking Confirmation.
- 6.2 If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Booking Confirmation or any variation to the relevant Booking Confirmation.
- 6.3 The Hourly Rate, Actual Pay of Rate or Actual QP Rate of Pay, as applicable, will be paid monthly in arrears by bank credit transfer on the last working day of the month, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments and subject to compliance with clause 5 (Timesheets).
- 6.4 Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.5 Subject to compliance with Regulation 12 of the Conduct Regulations, the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which they may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any

losses suffered by the Employment Business as a result of their negligence or breach of either the Employment Business's or the Hirer's rules.

- 6.6 If the Employment Business or Hirer provides any equipment or clothing to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore, the Agency Worker must return any equipment or clothing to the Employment Business or Hirer upon termination of the Terms or within 5 working days of a request from the Employment Business or Hirer. If the Agency Worker does not comply with the obligations set out in this clause, the Employment Business reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Agency Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.

## 7. ANNUAL LEAVE

- 7.1 The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks (subject to a maximum of 28 days') in each Leave Year inclusive of public and statutory bank holidays, unless on any public and statutory bank holiday you are required to work.
- 7.2 The Agency Worker's entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by them on Assignment during the Leave Year.
- 7.3 As an Agency Worker you will be covered by the Agency Worker Regulations 2010 (AWR) which entitles Agency Workers to:
- 7.3.1 The same pay and other "basic working conditions" as equivalent permanent staff after the Qualifying Period and
  - 7.3.2 Access to collective facilities and to information about employment vacancies from day 1 of the Assignment.
- 7.4 On completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR 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 as set out in the relevant Booking Confirmation or any variation to the relevant Booking Confirmation.
- 7.5 The Agency Worker must take all annual leave during the Leave Year in which it accrues and, except as may be set out in the relevant Booking Confirmation or any variation to the relevant Booking Confirmation, the Agency Worker may not carry any annual leave forward to the next year and no payment in lieu of accrued but untaken holiday will be paid to you except on conclusion of an Assignment. The Agency Worker is responsible for ensuring that they request and take all paid annual leave within the Leave Year.
- 7.6 If the Agency Worker wishes to take paid annual leave during an Assignment they should first notify the Hirer and the Employment Business of the dates of their intended absence giving notice of at least twice the length of the period of annual leave that they wish to take. The Agency Worker will obtain agreement of these dates from the Hirer and the Employment Business before they have committed to bookings or any other positive arrangements. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will



inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

- 7.7 Subject to clause 7.4, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment and is paid, when taken, alongside your monthly payment.
- 7.8 Subject to clause 7.4, during any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.
- 7.9 Except where this clause is amended by the Booking Confirmation, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable) that day shall count as part of the Agency Worker's paid annual leave entitlement.
- 7.10 Where these Terms are terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker. If, following such deduction the Agency Worker owes further monies in respect of pay received for annual leave taken but not accrued at the time of Termination, the Agency Worker will repay such monies excess immediately or on terms otherwise acceptable to the Employment Business.

## **8. SICKNESS ABSENCE**

- 8.1 The Agency Worker may be eligible for statutory sick pay (SSP) provided that they meet the relevant statutory criteria.
- 8.2 The Agency Worker must give the Employment Business evidence of incapacity to work, which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3 A worker who claims SSP will only be eligible to receive payment if they are absent due to illness for 4 or more consecutive qualifying days and subject to satisfying all relevant criteria. For the purposes of SSP there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8.4 If the Agency Worker submits a statement of fitness for work ("the Statement") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate 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, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Booking Confirmation to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

## **9. TERMINATION**

- 9.1 The Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- 9.2 The Agency Worker acknowledges 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 Hirer. If the contract between the Employment Business and the Hirer is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Agency Worker (except for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
- 9.3 If the Agency Worker does not tell the Hirer or the Employment Business that they 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 the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented them from complying with clause 4.3.
- 9.4 If the Agency Worker is absent during 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 the Agency Worker was assigned is no longer available.
- 9.5 If the Agency Worker is also a student of Anglia Ruskin University ('the University') and they are suspended from the University, the suspension will extend to the Employment Business until such a time the suspension has been lifted. If the Agency Worker is permanently excluded from the University, these terms will cease and the Employment Business will not engage the Agency Worker in future Assignments, with effect from the date of the exclusion. If the Agency Worker is part-way through an Assignment and becomes suspended or excluded, the Assignment will be terminated with immediate effect.

## **10. INTELLECTUAL PROPERTY RIGHTS**

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by them for the Hirer during the Assignment shall belong to the Hirer. Accordingly, the Agency Worker 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 pursuant to this clause.

## **11. CONFIDENTIALITY**

- 11.1 In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:
  - 11.1.1 not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;
  - 11.1.2 to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by them during the course of the Assignment; and
  - 11.1.3 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 Hirer 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 Hirer or the Employment Business as appropriate.

11.2 Where requested by the Employment Business and/or the Hirer, the Agency Worker may be required to enter into any relevant non-disclosure agreements ("NDA") deemed necessary for by the Hirer for completion of the Assignment.

## **12. DATA PROTECTION**

12.1 The Agency Worker acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to their engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes and shall only be processed in accordance with the Schedule below ("Privacy Notice for Agency Workers").

12.2 If your personal circumstances do change at any time you should inform the Employment Business accordingly and are required to do so. This will ensure that the information retained and processed by the Employment Business in accordance with the privacy notice is accurate.

12.3 We may contact you from time to time for marketing purposes. Any such communications shall comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended or re-enacted from time to time).

## **13. DISABILITY STATEMENT**

We will take reasonable steps to ensure that our employment policies, procedures, and working environments are as inclusive and accessible as possible. We also recognise that our ability to respond to specific requirements depends on two-way communication. For that reason, disabled Agency Workers will be actively encouraged to advise us of any special requirements they may have.

## **14. SEVERABILITY**

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## **15. NOTICES**

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid 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, including 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.

## **16. RIGHTS OF THIRD PARTIES**

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

## **17. 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.

**Candidates confirm they have read and agree to the above terms when registering on the ARU Temps online candidate portal by ticking the 'Please accept Terms & Conditions' box.**

## **SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"**

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- b) the break is:
  - (i) for any reason and not more than six Calendar Weeks;
  - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
  - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
  - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
    - i. ordinary, compulsory or additional maternity leave;
    - ii. ordinary or additional adoption leave;
    - iii. ordinary or additional paternity leave;
    - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
    - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
  - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
  - (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
  - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
  - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv) i., ii., or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 5 December 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- a) supplying individuals to work temporarily for and under the supervision and direction of hirers;  
or
- b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of

this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.



## SCHEDULE: Privacy Notice Agency Workers

**Who are we?** ARU Temps forms part of the Employability Service and is part of Anglia Ruskin University (ARU) Higher Education Corporation.

**For what purpose do we use your data?** The information we obtain from you is for the purposes detailed below and is used to maximise the support that we provide. It includes the following:

- For the purposes of making a decision about entering into an agreement with you to supply you as a casual worker.
- Checking you are legally entitled to work in the UK.
- Liaising with the pension provider.
- To pay you and, where appropriate, deduct tax and National Insurance contributions.
- Administration of the contract we have entered into with you.
- Equal opportunities monitoring.
- Notifying you of any job opportunities that may be of interest to you and processing any application you may make via us including sending your CV and/or application to specified employers who have job opportunities you wish to apply for.

We take your privacy seriously and will keep your personal information private and secure. We will not share your information with other organisations outside of Anglia Ruskin University and its subsidiaries.

### **What is the legal justification?**

We will only use your personal information where the law allows us to. Most commonly the legal basis for processing your personal data is where we need to in order to perform the contract we have entered into with you, where we need to in order to comply with a legal obligation or where it is necessary in support of the legitimate interests of the Employability Service provided by ARU.

### **What information do we collect about you?**

We may collect some or all of the following:

- Personal contact details such as name, title, address, telephone numbers, personal email addresses and date of birth.
- Recruitment information (including copies of right to work documentation such as copy passport, note of passport number, references and other information included in a CV or cover letter or as part of the application process).

- Bank account details, payroll records and tax status information.
- Salary, annual leave, pension and benefits information including payslips.
- Details of jobs we place you in, including start and end dates, compensation history and any performance information.

### **Special categories of information**

We may collect information about your race or ethnicity, religious beliefs, sexual orientation and political opinions. Such information is processed in the public interest for the purpose of equal opportunities monitoring.

### **To whom do we disclose your information?**

Sources of information will include you. The data is disclosed to ARU staff with a need to know.

### **How long do we keep your information?**

Company records and the majority of your personal data are retained for the duration of our relationship with ARU or until you ask us to remove your details whichever comes sooner. For further information please see the University Retention of Records

**How do we secure your information?** The University is committed to holding your data securely and uses information security best practice to transmit personal data. Data is held in accordance with the University's Information Security Guidelines.

**Contact details of the service** – If you need to contact us, change information or choose to opt out please email [employability@anglia.ac.uk](mailto:employability@anglia.ac.uk), or call 01245 68 6700

**ARU Data Protection Officer:** can be contacted at: [dpo@anglia.ac.uk](mailto:dpo@anglia.ac.uk)

**Your rights** – You have the following rights for your personal data: to withdraw consent at any time; to lodge a complaint with the Information Commissioner's Office Helpline 0303 123 1113 or [www.ico.org.uk](http://www.ico.org.uk); request a copy of your data from us; to request us to cease processing if you suffer damage or distress; to correct the data; to request us to erase your data; to restrict our data processing activities; request us to stop any direct marketing activities to you.

**Further information** on how your student personal data is used can be obtained from <https://www.anglia.ac.uk/privacy-and-cookies>