UNITEMPS

www.unitemps.com

Statement of Terms for Temporary Workers
(Contract for Services)

1. In these terms of engagement:

   a) "Assignment(s)" means the temporary services and period during which you are supplied to render services to the Client.
   b) "Assignment Statement" means the statement of terms for any specific Assignment.
   c) "Client" means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 2006.
   d) "Confidential Information" means information relating to the business, management systems, finances, transactions and affairs of us or of any Client and of suppliers and prospective suppliers and details regarding the remuneration of employees and/or temporary workers, their experience and other information relating to those employed or engaged by us or the Client; or any information which is identified to you by us or a Client as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
   e) "Data Protection Legislation" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018 "DPA", the General Data Protection Regulation (EC) 2016/679 (the "GDPR") and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the Information Commissioner's Office (the "ICO") (or equivalent regulatory body) from time to time.
   f) "Intellectual Property" means copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing
   g) "Temporary Worker" means you or your who is party to this Agreement
   h) "Type of Work" means the type of work Unitemps would expect to supply for you as the Temporary Worker. All Unitemps Assignments are advertised via vacancy notices on the Unitemps website and your application to any of these online will be deemed to indicate your interest in being supplied for that Type of Work. The Type of Work for each Assignment will be confirmed in the Assignment Statement.
   i) "Unitemps" means we, us or our, who are an employment agency and employment business of University of Surrey, Guildford, Surrey GU2 7XH.

2. These terms together with the Assignment Statement constitute the entire agreement ("the Agreement") between you and us and supersede any previous agreements or understandings.

3. Where you are offered (and you accept) an Assignment with us, you agree that this Agreement governs each individual Assignment undertaken by you. If you decline to accept any Assignment or do not attend work for any reason during an Assignment, no contract shall exist between you and us. You accept that each offer of Assignment by us shall be treated as an entirely separate and severable Assignment and that there shall be no relationship between you and us after the end of one Assignment and before the start of any subsequent Assignment.

4. There is no obligation on our part to offer you, or to consider offering you, an engagement or Assignment and there is no obligation on your part to accept any engagement or Assignment offered. Any engagement or Assignment will be of a temporary nature and we do not and cannot guarantee any further engagement or Assignment once it has ended. If you wish to be considered for further engagements or Assignments we encourage you to apply for them via our website.

5. If you are successfully placed in an Assignment with one of our Clients, you will be engaged under a contract for services for the duration of that Assignment. This Agreement or any Assignment does not give rise to a contract of employment between you and us or between you and the Client with whom you are placed. You will also be entitled to work for yourself or for any other person or business, as an employee, worker, consultant or for yourself, provided it does not conflict with your work on any Assignment. You will be a "worker" under the Working Time Regulations (see clause 11).

6. If you are successfully placed in an Assignment with one of our Clients, the Client may access your references, which will have been provided to us.

7. The Assignment Statement supplied to you at the commencement of each Assignment will set out:

   a) The identity of the Client and if applicable the nature of their business.
   b) The Type of Work (this will correlate with the advertised vacancy notice on the Unitemps website for which you may have submitted an online application), location and hours you are likely to be required to work.
   c) 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 those risks.
   d) What experience, training, qualifications, and any authorisation required by law or a professional body, that the Client considers necessary or which are required by law to work in the Assignment.
   e) The date the Assignment is to commence and wherever possible its likely duration. The very nature of temporary work, however, means that its duration can often be

unpredictable and will depend on Client need. We will of course endeavour to give you as much notice as possible of any decision to end an engagement. You acknowledge that the nature of temporary work means there may be periods when no suitable work is available and you agree that we shall not incur any liability to you if we do not offer you opportunities to work, and that no worker contract shall exist between us and you during periods when you are not working on an Assignment.

8. The Assignment Statement, notified to you on a per Assignment basis, will set out what hourly rate of pay you will be entitled to receive. This will never be below the Statutory Minimum Wage. The relevant hourly rate of pay will be advertised on the vacancy notice on the Unitemps website and will be reconfirmed to you at the outset of each Assignment for which you are engaged. You may receive other enhancements to your pay, for example overtime or expenses, only if they are contained in the Assignment Statement or otherwise agreed in advance with the workplace manager at the Client. During the course of an Assignment, you may be invited to attend training, social or celebration events along with employees of the Client with which you are placed. Such invitations do not affect the status of the contract for services between you and Unitemps, under which the Assignment operates, therefore despite such invitations you will not be deemed to be a temporary employee of the Client or Unitemps.

9. Once you have signed appropriate payroll documentation, Unitemps makes payment to you by direct transfer into your bank account on a monthly basis, payable on the last working day of each month. Unitemps will notify you of your payment schedule at the outset of your Unitemps assignments. Timesheets for work undertaken the previous week via Unitemps must be submitted for approval by your workplace manager by Monday lunchtime of the following week. Unitemps is required to make deductions in respect of PAYE pursuant to Sections 44-47 Income Tax (Earnings and Pensions) Act 2003, Class 1 National Insurance Contributions and any other deductions which it may be required by law to make. Payslips can be collected from your local Unitemps office or arrangements can be made to post these out to you.

10. You will normally need to submit timesheets by Monday 12 noon for any work undertaken in the previous week. This is done by logging in to the Unitemps website (www.unitemps.com), going into your current job, adding a timesheet and entering the relevant hours. Your workplace manager will then confirm these hours with us. You also have the capacity to print out a copy for your own records. Please submit timesheets as soon as possible after work has been completed so that we can ensure you are paid promptly and our Clients are billed appropriately. 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 duties or activities on behalf of the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of your working time for these purposes, unless otherwise agreed. Any queries or discrepancies should be notified to your local Unitemps office as soon as possible to enable investigation with our Client.

Unitemps will investigate without undue delay any situations arising whereby timesheets submitted by the Temporary Worker fail to be approved by the Client and will endeavour to keep to a minimum any delay in payment for hours actually worked. Once verified, Unitemps will pay the Temporary Worker for all hours worked regardless of whether Unitemps has received payment for these hours. No payment shall be made for hours not worked.

11. Under the Working Time Regulations 1998, you are deemed a `worker' and are entitled to 28 days paid leave per annum (pro rata) inclusive of statutory and public holidays up to and including 12 weeks service. After 12 weeks of service, additional contractual holiday entitlement may also accrue dependent on the holiday entitlement of the Client.

    a) Your entitlement to holiday leave accrues with each hour that you work on any Assignment. The Unitemps holiday year runs from 1 October through to 30 September. Holiday entitlement cannot be carried forward to future holiday years. Your holiday accrual can be viewed on the Unitemps website.
    b) If you wish to take holiday, you will need to agree in advance any holiday periods with your workplace manager, giving the required period of notice as specified by them.
    c) To redeem your holiday pay accrual, you need to log into your Unitemps website account and submit an online holiday pay claim. You cannot make claims in any other way. Holiday pay will be paid with your next available payroll.
    d) None of the provisions of this clause regarding paid leave entitlement shall affect the status of the contract for services between you and us.
    e) Where a bank holiday or other public holiday falls during an Assignment and you do not work on that day, the bank or public holiday is counted as part of your paid annual leave entitlement.
    f) Any additional University leave such as closure days are not included in your holiday pay calculation and will be manually calculated and paid to temporary workers that have worked for 12 or more consecutive weeks up to the date of the first closure day.

12. You may be eligible for Statutory Sick Pay provided that you meet the relevant statutory criteria. Please note that Statutory Sick Pay is not payable for the first 3 days of the period of sickness absence. If you wish to claim SSP you will be expected to complete a Self-Certification Form to cover the first 5 days of absence and thereafter must supply a doctor's certificate. These should be sent to your local Unitemps office. If for whatever reason you are unable to attend work, you must telephone your workplace manager at the Client and/or your local Unitemps office as soon as possible but no later than one hour minimum before your shift is due to start.

13. Whilst undertaking Assignments, we expect you to adhere to professional standards of conduct, respecting confidentiality of any information you come into contact with and keeping both Unitemps and your workplace manager at the Client fully informed of any

problems encountered. You are not obliged to accept any Assignment we offer, but if you choose to do so, during every Assignment and afterwards where appropriate you will:

a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any reasonable person in the Client's organisation.
b) 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 assent.
c) 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 your actions on the Assignment and comply with the health and safety policies and procedures of the Client;
d) Not commit any act or omission constituting unlawful discrimination against or harassment of any member of our or the Client's staff;
e) All Intellectual property conceived or made by you (either alone or with others) in the course of any Assignment will belong to the Client and you must assign all interest in any such Intellectual property to the Client or its nominee.
f) If requested to do so, you must execute any documentation which the Client may deem necessary to give effect to this provision.
g) Not engage in any conduct detrimental to the interests of the Client or Unitemps.
h) Without prejudice to any rights you may have under Part IVA Employment Rights Act 1996 (with respect to protected disclosures), you shall not, either during an Assignment (except in the proper performance of your duties) or at any time after it ends, without the prior written approval of us or the Client, use Confidential Information for your own benefit or for the benefit of any other person, firm, company or organisation (other than us or the Client as the case may be), or directly or indirectly disclose Confidential Information to any person (other than any person employed by us or the Client whose province it is to have access to that Confidential Information), including information of a financial or commercial nature, or information relating to Unitemps' or the Client's employees or business affairs. This restriction shall cease to apply to any information or knowledge which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you or by any third party.
i) On completion of the Assignment or at any time when requested by the Client or us, return to the Client (or, where appropriate, to us) 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.

14. 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 Unitemps without delay.

15. As you are engaged under a contract for services, there are no disciplinary or grievance procedures of the Client (other than general rules of the Client - see clause 13) or Unitemps

which apply to your engagement under this Agreement or under any Assignment. However, any concerns you have about your Unitemps Assignment should be put in writing to the Branch Manager, Unitemps, 25LBLG, University of Surrey, Guildford, GU2 7XH, for investigation. The Client will be entitled to terminate an Assignment immediately for any reason (see clause 16).

16. Termination:

    a) Unitemps may terminate this Agreement or any individual Assignment at any time without prior notice or liability.
    b) You may terminate this Agreement or any individual Assignment at any time without prior notice or liability.
    c) You acknowledge that the continuation of any Assignment is subject to and dependent on the continuation of the relevant agreement between us and the Client and that, if that agreement is ended for any reason, the Assignment will also cease with immediate effect, without any further liability from us to you, except for payment for work done to the date the Assignment ends.
    d) If you do not inform the Client or Unitemps should you be unable to attend work during the course of the Assignment, in accordance with Clause 12 above, this will be treated as your termination of the Assignment unless you can show that exceptional circumstances prevented you complying with Clause 12.

17. Unitemps reserves the right to remove from its register anyone found to have engaged in violent, abusive or insulting behaviour towards any member of Unitemps staff or those of its Clients. Where we are aware that a Temporary Worker is engaged in any dispute with University of Surrey or any of our Clients, Unitemps also reserves the right to remove that Temporary Worker from its register, pending the dispute resolution.

18. Eligibility to work:

    a) It is your responsibility to ensure that you have the necessary visas, licences, permits and/or qualifications in order to carry out any Assignment. We retain the right to terminate this Agreement or any individual Assignment or to remove you from our register, if you fail to provide us with evidence of such licences, permits or qualifications when asked to do so or fail to provide satisfactory references or documentation to verify your eligibility to work in the UK.
    b) Where you are applying to carry out work regulated by the Safeguarding Vulnerable Groups Act 2006, the Assignment is made subject to verification from the Disclosure and Barring Service (DBS) and Unitemps that you are eligible to undertake such work.
    c) You are obliged to notify Unitemps as soon as practicable in writing of any subsequent additions to your criminal record from the date of the disclosure from the Disclosure and Barring Service until the termination of the Temporary Assignment.

19. Data Protection:

    a. We shall comply at all times with the Data Protection Legislation, and any relevant replacement/subsequent European and/or UK privacy legislation, for the purposes of performing our obligations and exercising rights under the terms and conditions stipulated above, and shall not perform our obligations under this contract for services in such a way as to cause breach of any of our obligations under the Data Protection Legislation.

    b. You acknowledge that we must process personal data about you in order to properly fulfil our obligations under these terms and as otherwise required by law in relation to your Assignments in accordance with the Data Protection Legislation. Such processing will principally be for personnel, administrative and payroll purposes.

    c. You warrant that in relation to these terms and conditions, you shall comply strictly with all provisions applicable to you under the Data Protection Legislation and shall not do or permit to be done anything which might cause us or the Client to breach the Data Protection Legislation.

20. You undertake that if you accept any Assignment offered by us, you will as soon as possible, and ideally before each such Assignment starts :
    a. inform us of any weeks in which you have worked, via any third party, in the same, or a similar, role with the Client;
    b. provide us with full details of such work, including details of when, where and the period(s) during which such work was undertaken, the role performed and any other details as we may reasonably require;
    c. inform us if, before the start of the relevant Assignment, you have:
        i. completed two or more Assignments with the Client;
        ii. completed at least one Assignment with the Client and one or more Assignments with any hirer connected to the Client (a hirer will be 'connected to' the Client if either the Client or the hirer (directly or indirectly) has control of the other or a third person (directly or indirectly) has control of both the Client and the hirer); and/or
        iii. worked in more than two roles during an Assignment with the Client and on at least two occasions have worked in a role that was not the same role as the previous role

These conditions will be augmented with a specific Assignment Statement via email or letter outlining reporting instructions and remuneration for each new Assignment or engagement that you are offered.

These terms and conditions of business are valid from 3 October 2022 and supersede all previous terms and conditions of business. Unless notified otherwise, these terms are assumed to be accepted by the Temporary Worker.