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**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 in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, employees, customers, products, affairs and finances of the Client and Unitemps (or any group company of the Client or Unitemps) for the time being confidential to the Client and Unitemps (or any group company of the Client or Unitemps) and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or Unitemps (or any group company of the Client or Unitemps) or any of their employees, suppliers, customers, agents, distributors, shareholders, management or business contacts including (but not limited to) information that you create, develop, receive or obtain in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked 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 General Data Protection Regulation (EC) 2016/679 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 or equivalent regulatory body) from time to time;
  - f) "Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
  - g) "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



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- Assignment will be confirmed in the Assignment Statement.
- h) "Unitemps" means Unitemps, UNIVERSITY COLLEGE LONDON, Gower Street, London WC1E 6BT and "we", "us" and "our" shall be construed accordingly.
  - i) "You" means the individual who is party to this Agreement and is providing the temporary services to the Client.
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. This Agreement governs each 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.
  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 12).
  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. If, either before or during the course of an Assignment, you become aware of any reason why you may not be suitable for the Assignment, you must notify us without delay.
  8. 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.



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- 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.
9. 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 will 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 in writing 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.
10. 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 will be posted to your registered address each month.
11. 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, 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,



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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 you 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 you for all hours worked regardless of whether Unitemps has received payment for these hours. No payment shall be made for hours not worked.

12. 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 and the Unitemps holiday year runs from 1 August through to 31 July. 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 must notify us in writing of the duration and dates of your intended absence, provide us with 7 days’ notice of leave that you wish to take and you will also need to agree in advance any holiday periods with your workplace manager, normally giving a minimum of 7 days’ notice.
  - 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.
13. 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.
14. Whilst undertaking Assignments, we expect you to adhere to professional standards of conduct, respecting confidentiality of any information you come into contact with and



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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 responsible 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 your attention has been drawn or which you should reasonably be aware of.
  - c) co-operate with Unitemps in the completion and renewal of all mandatory checks, including in relation your right to work in the United Kingdom.
  - d) All Intellectual Property Rights 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. If requested to do so, you must execute any documentation which the Client may deem necessary to give effect to this provision.
  - e) 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 of the Client.
  - f) comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business; and
  - g) Not engage in any conduct detrimental to the interests of the Client or Unitemps.
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 14(b)) or Unitemps which apply to your engagement under this Agreement or any Assignment. However, any concerns you have about your Assignment should be put in writing to the Branch Manager, Unitemps, UNIVERSITY COLLEGE LONDON, Gower Street, London WC1E 6BT for investigation. The Client will be entitled to terminate an Assignment immediately for any reason (see clause 17).
16. In order to protect the confidentiality and trade secrets of Unitemps and the Client, you agree not at any time:
- (a) whether during or after an Assignment (unless expressly so authorised by the Client or Unitemps as a necessary part of the performance of your duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or Unitemps; or
  - (b) to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or Unitemps except when required to do so in the course of your duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Client or Unitemps, as appropriate.



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The restriction in (a) above does not apply to

- (a) any use or disclosure authorised by the Client or Unitemps or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
- (b) any information which is already in, or comes into, the public domain otherwise than through the your unauthorised disclosure; or
- (c) the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

At the end of each Assignment or on request you agree to deliver up to the Client or Unitemps (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client which are in your possession, including any data produced, maintained or stored on the Client's computer systems or other electronic equipment.

17. Termination:

- a) Unitemps or the Client 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) 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 13 above, this will be treated as your termination of the Assignment unless you can show that exceptional circumstances prevented you complying with Clause 13.

18. Unitemps reserves the right to remove you from its register if you are found to have engaged in violent, abusive or insulting behaviour towards any member of Unitemps a Client's staff, consultants, suppliers, customers or clients. Where we are aware that you are engaged in any dispute with University College London or any of our Clients, Unitemps also reserves the right to remove you from its register pending the dispute resolution.

19. 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 visas, 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 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



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additions to your criminal record from the date of the disclosure from the Disclosure and Barring Service until the termination of the Assignment.

20. Data Protection:

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.

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 19<sup>th</sup> October 2023 and supersede all previous terms and conditions of business. Unless notified otherwise, these terms are assumed to be accepted by you.