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**Terms and Conditions for the Introduction of Temporary Staff
(External Clients)**

1. These terms and conditions relate to:
 - a) the Introduction and supply to the Client by Unitemps of Temporary Workers to cover short-term requirements; and
 - b) the transfer to the Client or a third party employment business by Unitemps of Temporary Workers for permanent positions.
2. In these terms and conditions:
 - a) "Basic Working and Employment Conditions" means the relevant terms and conditions that are ordinarily included in the contracts of employees of the Client where the candidate would have been recruited as an employee of the Client; and/or the relevant terms and conditions that are ordinarily included in the contracts of workers of the Client where the candidate would have been recruited as a worker of the Client;
 - b) "Client" means the hirer hiring the Temporary Worker;
 - c) "Comparable Employees" are persons recruited directly by a Client who are performing the same work as a Temporary Worker;
 - d) "Controller", "Processor" and "Data Subject" shall have the meaning given to those terms in the applicable Data Protection Laws.
 - e) "Data Protection Laws" means 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-GDPR and all legislation enacted in the UK in respect of the protection of personal data;
 - f) "Data Processing Particulars" means in relation to any Processing under these terms and conditions:
 - a. the subject matter and duration of the Processing;
 - b. the nature and purpose of the Processing;
 - c. the type of Personal Data being Processed; and
 - d. the categories of Data Subjects; as set out in clause 24.5
 - g) "Data Subject Request" means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
 - h) "Engagement" means employment or use of a Temporary Worker or candidate in any capacity whatsoever, whether temporary or permanent and whether under a contract of service or contract for services or as an employee or self-employed person or otherwise;
 - i) "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the



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Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

- j) "ICO" means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
- k) "ICO Correspondence" means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
- l) "Introduction" means the presentation of a Temporary Worker or candidate or the provision of details of a Temporary Worker or candidate by Unitemps to the Client, whether or not the Client had knowledge of such Temporary Worker or candidate prior to the Introduction;
- m) "Losses" means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, costs of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
- n) "Personal Data" means any personal data (as defined in the Data Protection Laws) Processed by either party in connection with these terms and conditions, and for the purposes of these terms and conditions includes Sensitive Personal Data (as such Personal Data is more particularly described in clause 24.5-) (Data Processing Particulars);
- o) "Personal Data Breach" has the meaning set out in the Data Protection Laws and for the avoidance of doubt, includes a breach of clause 24.2.2(f).
- p) "Processing" has the meaning set out in the Data Protection Law (and "Process" and "Processed" shall be construed accordingly);
- q) "Relevant Period" means the period of 14 weeks after the start of the Temporary Assignment or the period of 8 weeks after the last day of the Temporary Assignment, whichever is later (in determining the start of the Temporary Assignment no account shall be taken of any work done by the Temporary Worker more than 42 days before the commencement of the then current assignment);
- r) "Restricted Country" means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/or Article 45(1) of the GDPR (as applicable);
- s) "Security Requirements" means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2)



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- of the GDPR) as applicable);
- t) "Sensitive Personal Data" means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR "Temporary_Assignment" means the period of time the Temporary Worker is hired by the Client under these terms and conditions following an Introduction;
 - u) "Temporary Worker" means a worker initially introduced and supplied by Unitemps to the Client on a temporary or fixed-term basis;
 - v) "Total Remuneration" means the pre-tax annual salary or fees and the value of their other benefits including bonus (calculated if the Engagement is for less than a year by increasing on a pro rata basis the gross_salary or fees payable) to be paid to the Temporary Worker following a subsequent Engagement described in clause 15 or 16;
 - w) "Unitemps" means Unitemps, UNIVERSITY COLLEGE LONDON, Gower Street, London WC1E 6BT.
3. When making a request for the provision of a Temporary Worker the Client is required to give Unitemps details of:
- a) the date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;
 - b) the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work;
 - c) the experience, training, qualifications and any authorisation which the Client considers necessary, or which are required by law or by any professional body, for the Temporary Worker to possess in order to work in the position;
 - d) any expenses payable to the Temporary Worker;
 - e) any other information reasonably required by Unitemps in order for it to fulfil its obligations under the Agency Workers Regulations 2010;
 - f) Relevant information regarding the Basic Working and Employment Conditions of Comparable Employees directly recruited by the Client, and the Client is required to keep Unitemps informed of any changes to the information provided under parts (a) to (f) above.
4. On receiving a request for the supply of a Temporary Worker Unitemps will endeavour to supply a suitable candidate to the Client from its register, matching against the brief supplied by the Client in terms of skills, experience, or qualifications required. The Client is responsible for assessing whether any candidate introduced is in practice suitable for the particular Temporary Assignment for which they are requested. Candidates are asked to supply details of referees, to whom Unitemps will make contact. Where these have not been received or Unitemps has been unable to verify qualifications, the Client will be notified accordingly.



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5. All Temporary Workers are deemed to be under the supervision and control of the Client as regards to day to day work allocation and day to day issues, but any overriding Engagement issues should be referred back to Unitemps.
6. The Client will at all times comply with its obligations under the Agency Workers Regulations 2010, including but not limited to providing the Temporary Worker with access to the collective facilities it provides to its own staff from the start of the Temporary Assignment and ensuring that the Temporary Worker is aware of any relevant vacancies which arise in its organisation during the Temporary Assignment.
7. The Client is responsible for ensuring that they hold any necessary insurances, licences, permits and consents etc. for any work a Temporary Worker is required to do and in relation to any place where that work is to be carried out. The Client is responsible for compliance with all health and safety and other legislation relating to the Temporary Assignment. The Client will notify Unitemps of any health and safety risks for potential candidates when bookings are made and what steps the Client has taken to prevent or control such risks.
8. The Client will at all times treat all Temporary Workers with due respect and dignity and in particular must take all steps within their control to avoid any conduct against the Temporary Worker which is contrary to the Equality Act 2010.
9. In respect of the Temporary Workers, the Client will at all times comply with all applicable anti-slavery, forced and compulsory labour, and human trafficking laws, statutes, regulations from time to time in force including the UK's Modern Slavery Act 2015 and have and maintain its own policies and procedures to ensure its compliance and enforce them where appropriate.
10. If there is any reasonable cause to complain that the services of a Temporary Worker supplied by Unitemps are unsatisfactory, the Client shall inform Unitemps in writing immediately and the services of the Temporary Worker will be discontinued. No charge will be made provided evidence satisfactory to Unitemps of a reasonable complaint is given to Unitemps in writing within 2 hours of the commencement of the booking where the booking is for 7 hours or less, or within 4 hours of the commencement of the booking for any Temporary Assignment of longer duration.
11. The Client agrees to pay Unitemps' charges for the supply of Temporary Workers for the Temporary Assignment on the rates advised by Unitemps at the time of booking. Rates vary according to the category and grade of Temporary Worker supplied. Overtime charges and shift premiums will be added to the quoted hourly rates where agreed between the Client and Unitemps in advance. The charge for the supply of a Temporary Worker will be based upon 15-minute units. These rates are inclusive of National Insurance but exclusive of any travelling or other expenses incurred by a Temporary Worker that will be agreed by



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Unitemps and the Client in advance. Rates quoted are excluding VAT, which will be charged at the prevailing rate where applicable.

12. The Client agrees to pay Unitemps:

- a) for all expenses claimed by a Temporary Worker which are included on a Unitemps expense form which has been signed on behalf of the Client. The Client acknowledges that Unitemps will charge an administration fee for the processing of each expenses claim, such fee being set out in the Client's client account area on www.unitemps.com and being payable by the Client in addition to the amount of the Temporary Worker's expenses claim; and
- b) for any costs incurred by Unitemps in providing additional services requested by the Client (for example, but not limited to, Disclosure and Barring Service checks).

13. Unitemps will be responsible for any payment that may be required to be made by law, be it in respect of tax and National Insurance contributions, or otherwise, on monies paid to the relevant Temporary Worker in respect of the Temporary Assignment.

14. The Client will promptly authorise a completed timesheet in such a form as Unitemps requires for each week of a Temporary Assignment being carried out by a Temporary Worker supplied by Unitemps. Approval of the timesheet by the Client constitutes acceptance that the Temporary Worker's services have been provided for the hours recorded on the timesheet and that such services have been satisfactory. In the event of a failure to confirm any required timesheet in reasonable time following the week worked without due cause and in any event no later than 7 days from the week worked, the relevant Temporary Worker's record of hours will be deemed to have been accepted by the Client and the Client will be charged on that basis.

15. Subsequent Engagement of a Temporary Worker in a permanent or temporary capacity.

Where the Client subsequently engages the Temporary Worker, either directly or through another employment business, for work that commences within the Relevant Period, the following shall apply:

- a) where the Temporary Assignment has been up to and including 26 weeks long, the Client shall:
 - i. pay to Unitemps an introduction fee of 20% of the Total Remuneration to be paid by the Client to the Temporary Worker; or
 - ii. hire the Temporary Worker from Unitemps for a further period of 52 weeks at the hourly charge as agreed under Clause 11 and on no less favourable terms than those



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which applied immediately before Unitemps received notice of such Engagement.

- b) where the Temporary Assignment has lasted more than 26 weeks but less than 52 weeks the Client shall:
 - i. pay to Unitemps an introduction fee of 10% of the Total Remuneration to be paid by the Client to the Temporary Worker; or
 - ii. hire the Temporary Worker from Unitemps for a further period of 52 weeks at the hourly charge as agreed under clause 11 and on no less favourable terms than those which applied immediately before Unitemps received notice of such Engagement;
- c) where the Temporary Assignment has lasted more than 52 weeks there shall be no introduction fee payable to Unitemps.

No introduction fee will be payable if the subsequent Engagement of the Temporary Worker by the Client, either directly or through another employment business, commences outside of the Relevant Period.

If the Total Remuneration payable to the Temporary Worker is not promptly disclosed to Unitemps by the Client, then for the purposes of calculating the introduction fee referred to above, the Total Remuneration shall be the equivalent of a year's gross pay (defined as hourly rate x 37 hours x 52 weeks) to the Temporary Worker during the Temporary Assignment, calculated on the basis of the gross hourly rate payable to the Temporary Worker for the Temporary Assignment.

- 16. Supply to a Client of a Temporary Worker, who is then subsequently engaged by a third party following an Introduction by the same Client during the Temporary Assignment or within the Relevant Period.

Where Unitemps has supplied a Temporary Worker to the Client and the Client subsequently introduces the Temporary Worker to a third party, the Client shall be liable to pay to Unitemps an introduction fee equivalent to 20% of the Total Remuneration to be paid by the third party to the Temporary Worker, if the third party engages the Temporary Worker, either directly or through another employment business, in a permanent or temporary capacity within the Relevant Period.

If the Total Remuneration payable to the Temporary Worker is not promptly disclosed to Unitemps by the Client, then for the purposes of calculating the introduction fee referred to above, the Total Remuneration shall be the equivalent of a year's gross pay (defined as hourly rate x 37 hours x 52 weeks) to the Temporary Worker during the Temporary Assignment, calculated on the basis of the gross hourly rate payable to the Temporary Worker for the



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Temporary Assignment.

17. The Client shall pay Unitemps in full without deduction or set off within 7 days of the date of the relevant Unitemps invoice. Unitemps invoices are subject where applicable to VAT and all accounts are payable immediately. The right is reserved in respect of any invoice not paid within 14 days to charge interest (without prior notification) at the rate of 3% per annum above the base rate from time to time of Barclays Bank Plc (both before and after any judgment) accruing on a daily basis on all amounts remaining outstanding from the date of the invoice until actual payment. Payment must be made without deduction or set-off.
18. Unitemps shall not be liable for any loss, injury, damage, costs, expenses or delay howsoever caused (and whether direct, indirect or consequential) arising directly or indirectly from the Introduction or the non-attendance on any Temporary Assignment of any Temporary Worker and in particular without limitation to the foregoing, Unitemps shall not be liable for any such loss, injury, damages, costs, expenses or delay arising from or in any way connected with:
 - a) the failure of a Temporary Worker to meet the Client's requirements; and/or
 - b) any act or omission of a Temporary Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise.

Nothing in these terms shall be construed as purporting to exclude or restrict any liability of Unitemps to the Client for death or personal injury resulting from its negligence as defined in the Unfair Contract Terms Act 1977 and/or for fraudulent misrepresentation.

19. Subject to Clauses 18 and 20, the liability of Unitemps to the Client for any breach by it of these terms and conditions or for any liability in negligence or otherwise shall not (save to the extent that such results in death or personal injury) exceed Unitemps' commission relating to the Introduction of the relevant Temporary Worker or candidate. In any event, Unitemps will not be liable in relation to any matter not reported in writing to Unitemps within 3 working days of its occurrence.
20. Unitemps shall not be liable to the Client in contract, tort (including without limitation negligence) and/or breach of statutory duty for any economic loss, loss of business opportunity, revenue, profits goodwill or reputation whether direct or indirect which the Client may suffer by reason of any act, omission, neglect or default (including negligence) by Unitemps, its servants or agents.
21. The Client will indemnify Unitemps against all and any claims and liabilities howsoever arising in respect of any Losses suffered or incurred by a Temporary Worker and against all and any claims made by any third party arising directly or indirectly or in any way connected with the Introduction of a Temporary Worker or the acts or omissions of any such Temporary Worker whether wilful, reckless, fraudulent, negligent, dishonest or otherwise.



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22. If the Client is in breach of any of these terms and conditions then Unitemps reserves the right to withdraw forthwith any Temporary Workers supplied without any liability being incurred on Unitemps' part.
23. The Client indemnifies Unitemps against all Losses incurred by Unitemps as a result of, in connection with, or arising out of:
- a) all claims of breach of contract, unfair (including constructive) dismissal, discrimination (including harassment and victimisation and in respect of any of the protected characteristics set out in the Equality Act 2010 or otherwise) and any other claim including but not limited to claims of personal injury and negligence brought by any Temporary Worker placed by Unitemps with the Client; and
 - b) any other claim to include but not limited to claims of discrimination, unfair dismissal, harassment, breach of contract, personal injury or negligence brought by employees or customers of the Client or by any other person, firm or company (including but not limited to members of the general public);

where such claims arise as the result of acts or omissions of the Client or its employees/workers or any other person, firm or company, or acts and omissions of the Temporary Workers acting on the instructions of the Client or third parties on behalf of the Client.

24. Data Protection

24.1 Nature of Processing

- 24.1.1 The parties acknowledge that the factual arrangements between them dictate the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, each party agrees that the nature of the Processing under this Agreement will be as follows:
- (a) the parties shall each Process the Personal Data;
 - (b) each party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:
 - (i) Unitemps shall be a Controller where it is Processing Personal Data in relation to collecting Personal Data from a Temporary Worker for a Temporary Assignment.
 - (ii) the Client shall be a Controller where it is Processing Personal Data in relation to collecting Personal Data from the Temporary Worker for the performance of a Temporary Assignment.
 - (c) Notwithstanding clause 24.1.1 (b), if either party is deemed to be a joint controller with the other in relation to the Personal Data, the compliance obligations imposed on a Controller by the Data Protection Laws shall apply, and the parties shall



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cooperate to do all necessary things to enable performance of such compliance obligations, except

that each party shall be responsible, without limitation, for compliance with its data security obligations set out in clause 24.2.2 where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

- 24.1.2 Each of the parties acknowledges and agrees that clause 24.5 (Data Processing Particulars) to these terms and conditions is an accurate description of the Data Processing Particulars.

24.2 Data Controller Obligations

- 24.2.1 Each party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.

- 24.2.2 Without limiting the generality of the obligation set out in section 24.2.1, in particular, each party shall:

- (a) where required to do so make due notification to the ICO;
- (b) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligation under these terms and conditions in accordance with the Data Protection Laws;
- (c) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements; and where requested provide to the other party evidence of compliance with such requirements promptly, and in any event within twenty-four (24) hours of the request;
- (d) provide a contact point for enquiries to Data Subjects and subject to any information marked as confidential/sensitive, will make available, upon request, a summary of this clause 24 to Data Subjects;
- (e) notify the other party promptly upon receipt of a Data Subject Request or ICO Correspondence. Upon notification, the parties shall determine who shall have sole conduct of the response to any such data subject or ICO correspondence, with the other party providing reasonable co-operation and assistance;
- (f) use reasonable endeavours to notify the other party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (g) notify the other party promptly upon becoming aware of any actual or



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suspected Personal Data Breach in relation to the Personal Data received from the other party and shall, within such timescale to be agreed by the parties (acting reasonably and in good faith):

- (i) implement any measures necessary to restore the security of comprised Personal Data; and
 - (ii) support the other party to make any required notifications to the ICO and/or other relevant regulatory body and affected data subjects;
 - (h) not transfer any Personal Data it is processing to a Restricted Country;
 - (i) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such party holds Personal Data Processed by it other than Personal Data; and
 - (j) not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other party's prior written consent, unless that party is prohibited by law or regulation from notifying the other party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation)
- 24.3 The Client shall indemnify Unitemps on or after tax basis against any Losses suffered by it or arising out of or in connection with any breach by the Client of this clause 24.
- 24.4 Notwithstanding any provision to the contrary under these terms and conditions, in the event of a breach of this clause 24 by a party, then the non-breaching party may terminate this agreement immediately upon service of written notice on the breaching party to that effect.
- 24.5 Data Processing Particulars
- 24.5.1 The parties will process Personal Data in order to assess a candidate's suitability for a Temporary Assignment. Duration of processing will be contingent upon the Client's requirements for a Temporary Assignment. Therefore, there is adequate lawful basis for the parties to undertake this transaction.
- 24.5.2 Types of Personal Data being processed: names; contacts details; curriculum vitae; and other relevant Personal Data about the candidate, where applicable, employment history; references; academic qualifications.

25. These terms and conditions shall be governed by and be construed in accordance with the laws of England and Wales and the Client and Unitemps submit to the jurisdiction of the Courts of England and Wales in relation to any claim or matter arising out of these terms and conditions.

26. These terms and conditions apply to all supplies and Introductions made by Unitemps to the Client and by asking Unitemps to make any such supply or Introduction the Client is deemed to have accepted these terms and conditions to the exclusion of any other terms and conditions. In the event of a conflict between these terms and conditions and any other terms



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and conditions, these terms and conditions shall prevail unless expressly agreed otherwise in writing by Unitemps.

27. Unitemps are entitled to assume that any employee or agent of the Client has the authority to bind the Client (unless otherwise notified to Unitemps in writing) and Unitemps are not required to seek confirmation of that authority.
28. These terms and conditions shall bind any holding or subsidiary or associated company of the Client (as defined by Section 1159 of the Companies Act 2006) and shall bind its successors and assigns.
29. Save as provided for in these terms and conditions, nothing in these terms and conditions shall confer on any third party any benefit or the right to enforce any provision of these terms and conditions.
30. Neither party shall have any liability for any failure to perform or for any delay in the performance (other than as to payment) of any of its obligations caused by any factor beyond its reasonable control.
31. These terms and conditions and the contract shall not constitute and shall not be deemed to constitute a partnership between Unitemps and the Client, and the Client shall not act nor purport to act as agent for Unitemps but solely as an independent contractor.
32. The provisions of these terms and conditions are severable and distinct from one another, and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
33. No variation of these terms and conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
34. These terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

These terms and conditions of business are valid from 19 October 2023 and supersede all previous terms and conditions of business. Unless notified otherwise, these terms are assumed to be accepted by the Client.