

1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply: -

“Assignment” means the period during which the Temporary Appointee is supplied to render the Services to the Client;

“iNTECH ” means iNTECH Recruitment Limited (Company Number 3907921) whose registered office is at The Mansion House, Wrest Park, Silsoe, Bedfordshire

“Client” means the person, firm or corporate body requiring the services of the Temporary Appointee together with any subsidiary or associated company as defined by the Companies Act 1985;

“Relevant Period” means the longer period of either 14 weeks from the first day on which the Temporary Appointee worked for the Client, or 8 weeks from the day after the Temporary Appointee was last supplied by iNTECH to the Client;

“The Services” means the duties allocated by the Client

“Temporary Appointee” means the individual who is introduced by iNTECH to render services to the Client.

1.2. Unless the context otherwise requires, references to singular include the plural.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These Terms constitute a contract for services between iNTECH and the Temporary Appointee and they govern all Assignments undertaken by the Temporary Appointee and supersede all previous agreements. Commencement of performance of the Services represents acceptance of these Terms. However, no contract shall exist between iNTECH and the Temporary Appointee between Assignments.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between iNTECH and the Temporary Appointee. The Temporary Appointee is engaged as a self-employed worker, although iNTECH is required to make statutory deductions from the Temporary Appointee’s remuneration in accordance with clause 4.3.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed in writing between a director of iNTECH and the Temporary Appointee.

3. ASSIGNMENTS

3.1 iNTECH will endeavour to obtain suitable Assignments for the Temporary Appointee. The Temporary Appointee shall not be obliged to accept an Assignment offered by iNTECH.

3.2 The Temporary Appointee acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that iNTECH shall incur no liability to the Temporary Appointee should it fail to offer opportunities for suitable work and that no contract shall exist between the Temporary Appointee and iNTECH during periods when the Temporary Appointee is not working on an Assignment.

3.3 For the purpose of calculating the average number of weekly hours worked by the Temporary Appointee on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Appointee commences an Assignment or a series of Assignments.

3.6 If before the first Assignment, during the course of an Assignment, or within the Relevant Period the Client wishes to employ or engage the services of the Temporary Appointee direct or through another employment business or other third party, the Temporary Appointee acknowledges that iNTECH will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Appointee may be engaged directly by the Client or through another employment business or other third party without further charge to the Client. In addition, iNTECH will be entitled to charge a fee to the Client if the Client introduces the Temporary Appointee to a third party who subsequently employs or engages the services of the Temporary Appointee within the Relevant Period.

4. REMUNERATION AND TIME SHEETS

4.1 The rate shall mean the amount at which fees will be payable to the Temporary Appointee by iNTECH upon completion of the Services to the satisfaction of the Client. Overtime rates, if applicable, only apply after completion of a normal working week.

4.2 iNTECH assumes full responsibility for payment of fees to the Temporary Appointee. Fees will be paid one week in arrears upon receipt of weekly submitted Client approved timesheets, a P45 form and a signed copy of this agreement. If the rate is increased during the Assignment iNTECH may retain an increase proportional to the initial margin. Client approval in writing is required prior to payment of all fees and expenses claimed in connection with the Assignment.

4.3 iNTECH is entitled to deduct from all fees and expenses (where applicable) taxes, contributions and dues in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any statutory amendment or re-enactment thereof and any other deductions which iNTECH may be required by law to make. If a valid exemption certificate is produced, it shall be the sole responsibility of the Temporary Appointee to make timely and truthful declarations and payments to the appropriate statutory bodies in respect of all taxes, contributions and dues required by statute or regulation. The Temporary Appointee shall pay and indemnify iNTECH against all taxes, contributions and dues (together with penalties and interest) in excess of, or additional to, those deducted by iNTECH.

4.4 Subject to any statutory entitlement under the relevant legislation, the Temporary Appointee is not entitled to receive payment from iNTECH or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed in writing.

4.5 Subject to clause 4.6 iNTECH shall pay the Temporary Appointee for all hours worked in accordance with these Terms and authorised by the Client regardless of whether iNTECH has received payment from the Client for those hours.

4.6 Where the Temporary Appointee fails to submit a properly authenticated time sheet iNTECH shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Appointee and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Appointee. iNTECH shall make no payment to the Temporary Appointee for hours not worked.

4.7 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Appointee’s working time shall only consist of those periods during which s/he is carrying out activities or duties for 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 the Temporary Appointee’s working time for these purposes.

5. STATUTORY LEAVE

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Appointee starts an Assignment or a series of Assignments.

5.2 Under the Working Time Regulations 1998, the Temporary Appointee is entitled to 22 days' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.

5.3 Where a Temporary Appointee wishes to take paid leave during the course of an assignment s/he should notify iNTECH of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances iNTECH may give counter-notice to the Temporary Appointee to postpone or reduce the amount of leave that the Temporary Appointee wishes to take and in such circumstances iNTECH will inform the Temporary Appointee in writing giving at least the same length of notice as the period of leave that has been requested.

5.4 Entitlement to paid leave accrues in proportion to the amount of time worked continuously by the Temporary Appointee on Assignment during the leave year. The amount of payment which the Temporary Appointee will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with the clients basic standard working week hours and paid in proportion to the hours which the Temporary Appointee has worked on the assignment.

5.5 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Appointee's status as a self-employed worker.

6. CONDUCT OF ASSIGNMENTS

6.1 The Temporary Appointee is not obliged to accept any Assignment offered by iNTECH but if s/he does so, during every Assignment and afterwards where appropriate, s/he 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 attention has been drawn or which the Temporary Appointee might reasonably be expected to ascertain;
 - c) 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, read, familiarise him/herself with, and comply with the Health and Safety policies and procedures of the Client, and, in particular, make full use of all personal protection clothing and equipment required for his/her health and safety;
 - d) Not engage in any conduct detrimental to the interests of the Client;
 - e) Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or iNTECH's employees, business affairs, transactions or finances;
 - f) Perform the Services diligently to the highest professional standards and to the full satisfaction of the Client and make good any failing or deficiency at his/her own expense;
 - g) Indemnify and keep iNTECH fully indemnified in respect of any loss, injury, costs, claim or liability arising from any breach of any of the terms of this clause.
- 6.2 If the Temporary Appointee is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and iNTECH within one hour of the commencement of the Assignment or shift.

6.3 If, either before or during the course of an Assignment, the Temporary Appointee becomes aware of any reason why s/he may not be suitable or qualified for an Assignment or for any duties or work which may arise in the course of an Assignment, whether by reason of health issues, lack of the necessary skill, experience or qualification, or for any other reason, s/he shall notify iNTECH without delay, either in writing or, if verbally, confirmed in writing within 24 hours.

7. MOTOR VEHICLES

7.1 The Temporary Appointee shall not use any motor vehicle until insurance for business use has been arranged by the Client. The Temporary Appointee shall keep the Client and iNTECH fully indemnified against any costs, claims and liability arising from use of motor vehicles whether or not connected with the performance of the Services.

8. TERMINATION

8.1 Save where a fixed term of appointment or longer notice is agreed or clause 8.2 applies, iNTECH, the Client or the Temporary Appointee may terminate the Assignment at any time on 7 days' prior notice. Such prior notice shall normally be given before 12.00 noon on a Monday, or as otherwise agreed.

8.2 The Client or iNTECH may terminate an Assignment at any time without prior notice or liability if the Temporary Appointee breaches any of the provisions of clause 6 or by reason of any actual or suspected misconduct, dishonesty or misbehaviour in any way connected with the Assignment.

8.3 Upon termination of the Assignment the Temporary Appointee shall immediately deliver to the Client or iNTECH all correspondence, documents, specifications and all other papers and property which may be in the possession or under the control of the Temporary Appointee and which belongs to the Client or iNTECH (as the case may be) and shall not make or retain any copies thereof or permit any third party to do so.

9. SECRECY

9.1 The Temporary Appointee shall not make use of or disclose, either during or after the Assignment, to any third party information of any kind which by disclosure may be detrimental to the Client or the Client's business. The Temporary Appointee shall not communicate any information relating to the terms and conditions of this agreement to any third party without the prior written consent of iNTECH. The Temporary Appointee must comply with all requirements of the Client in relation to confidentiality and the protection of the intellectual property of the Client and will keep iNTECH fully indemnified against all costs, claims or liability arising from any breach or non-observance of these obligations.

10. ACKNOWLEDGEMENT

10.1 The Temporary Appointee acknowledges that all copyright, trademarks, patents and other intellectual property rights derived from the Services shall belong to the Client.

11. SUITABILITY FOR POST

11.1 The Temporary Appointee warrants to iNTECH that s/he has never been convicted of any offence that is not a spent conviction and that s/he does not suffer from any mental or physical disability or illness which might affect his/her suitability for the Assignment or ability to perform the Services.

12. RIGHTS OF THIRD PARTIES

12.1 It is not intended by the parties hereto that any term of this agreement should benefit or be enforceable by any other party.

13. LAW

13.1 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales