



MAGNUS SEARCH Ltd. CANDIDATE

Contract for Services
Terms & Conditions

Contract for Services

1. Definitions

1.1 In this Contract the following terms shall have the meanings given to them:

Actual Rate of Pay means as defined in clause 6.1

Actual QP Rate of Pay means the rate of pay calculated at an hourly or daily rate, to be determined prior to the commencement of the Assignment, subject to deductions for the purpose of National Insurance, PAYE, absences or any other purpose for which Magnus Search Ltd is required by law or court order or as agreed herein to make deductions;

Agency Worker means the individual who is introduced by the Employment Business to provide services to the hirer, (referred to as "you");

Agency Workers Regulations means the Agency Workers Regulations 2010;

Assignment means your engagement to provide Services to the Client for the reasons and timescales as set out in the Assignment Schedule and performed at a temporary location;

Assignment Schedule means written confirmation of the Assignment details;

Calendar Week means any period of 7 days starting with the same day as the first day of the First Assignment;

Candidate Registration Document means the forms completed by you when registering as a candidate with Magnus Search Ltd;

Commencement Date means the date of commencement of the first Contract in relation to the provision of the Services by you;

Conduct Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended)

Control means

- (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or
- (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

Client means a third party (including any subsidiary or holding company) requiring the services of a worker from Magnus Search Ltd and for whom the Services are carried out. In the case that you carry out assignments for more than one such third party, "Client" shall be construed separately for each such party;

Data Protection Laws means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;

Driving Legislation means the Transport Act 1968, the AETR, the RT(WT)R and the EU Drivers' Hours Regulation;

Emoluments means any pay in addition to the Actual QP Rate of Pay;

EU Drivers' Hours Regulation means Regulation (EC) No. 561/2006 of the European Parliament and of the Council of 15 March 2006;

Employment Business means Magnus Search Ltd, registered in England and Wales 08354601 of NWS House, 1 High Street, Purley, Surrey, CR8 2AF (referred to as "Magnus Search Ltd");

First Assignment means:

- (a) the relevant Assignment; or
- (b) if, prior to the relevant Assignment:
 - (i) you have worked in any assignment in the same role with the relevant Client as the role in which you work in the relevant Assignment; and
 - (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 you are supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);

IPR means any copyright, design right, trademarks, patents and other intellectual property rights in any software code, reports, manuals, plans, drawings, specifications or other documents or material;

Minimum Hourly Rate means the minimum hourly rate of pay by Magnus Search Ltd to you in respect of an Assignment which is a sum equal to the national minimum wage;

Mobile Worker means any "mobile worker" as defined under the RT(WT)R,

Other Work means all activities which are defined as working time under the Working Time Directive except driving and includes any work within or outside the transport industry where the Agency Worker is not at the disposal of the Hirer;

Period of Availability means a "period of availability" as defined under the RT(WT)R, [namely, a period during which the Mobile Worker is not required to remain at his/her workstation, but is required to be available to answer any calls to start or resume driving or to carry out other work, including periods during which the Mobile Worker is accompanying a Vehicle being transported by a ferry or by a train as well as periods of waiting at frontiers and those due to traffic prohibitions provided that the Mobile Worker knows before the start of the period about that

period of availability and the reasonably foreseeable duration of the period of availability]

Period of Extended Hire means any additional period that the Client wishes you to perform Services beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

Qualifying Period has the meaning set out in Regulation 7 of the Agency Workers Regulations;

Relevant Period means

- (a) the period of 8 weeks commencing on the day after the last day on which you worked for the Client having been supplied by Magnus Search Ltd; or
- (b) the period of 14 weeks commencing on the first day on which you worked for the Client having been supplied by Magnus Search Ltd or
- (c) 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;

Services means the provision of work and services by you as described in an Assignment for the Client or other business;

Temporary Work Agency means 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. 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.

Timesheets means a physical timesheet or an electronic timesheet in any form specified by Magnus Search Ltd used to record and approve or verify the time that you are engaged on an Assignment;

RT (WT)R means the Road Transport (Working Time) Regulations 2005;

Transfer Fee means the fee payable by the Client to Magnus Search Ltd if the Client wishes to engage you, as permitted by Regulation 10 of the Conduct Regulations

Vehicle means a "goods vehicle" as defined under the RT(WT)R;

Working Time means "working time" as defined under the RT(WT)R, [namely, the time from the beginning to the end of work during which the Agency Worker is at his or her workstation (as defined under the RT(WT)R, at the disposal of the Hirer and/or the Employment Business and/or a Temporary Work Agency and exercising his or her functions or activities, being:

- (a) time devoted to all road transport activities including, in particular, driving, loading and unloading, assisting passengers boarding and disembarking from a Vehicle, cleaning and technical maintenance, and all other work intended to enhance the safety of the Vehicle, its cargo and passengers or to fulfil the legal or regulatory obligations directly linked to the specific transport operation under way, including monitoring of loading and unloading and dealing with administrative formalities with police, customs, immigration officers and others; or
- (b) time during which the Agency Worker cannot dispose freely of his or her time and is required to be at his or her workstation, ready to take up normal work, with certain tasks associated with being on duty, in particular during periods awaiting loading or unloading where their foreseeable duration is not known in advance, that is to say either before departure or just before the actual start of the period in question, or under collective agreements or workforce agreements, (with the terms "workstation", "collective agreements" and "workforce agreements" having the same meaning as defined under the RT(WT)R);

Working Time Regulations means the Working Time Regulations 1998 (as amended)

1.2 In this agreement:

- 1.2.1 a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.2 a reference to any other document referred to in this agreement is a reference to that other document as amended, varied, novated or supplemented;
- 1.2.3 headings and titles are for convenience only and do not affect the interpretation of this agreement;
- 1.2.4 any schedules, including an Assignment Schedule shall form a part of this agreement and shall have the same force and effect as if expressly set out in the body of this agreement and any reference to this agreement shall include the schedules;
- 1.2.5 to the extent that there is an inconsistency between the terms of the body of this agreement, its schedules or other documents referred to, the following order or precedence shall apply, in descending order of precedence:
 - 1.2.5.1 any special conditions recorded in an Assignment Schedule;
 - 1.2.5.2 the conditions set out in this document;
 - 1.2.5.3 any other documents to.
- 1.2.6 If any provision or part of any provision of this agreement is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from this agreement and the remaining provisions or parts of the provision shall continue to have full force and effect.
- 1.2.7 No variation or alteration of the terms shall be valid unless approved by both parties in writing.

2. Preliminary

- 21 You and Magnus Search Ltd acknowledge and agree that this agreement constitutes a contract for services and shall not create an employer / employee relationship between Magnus Search Ltd and you. This term of this Contract shall apply to each and every Assignment you carry out for and / or on behalf of Magnus Search Ltd. These terms form a contract for services and, together with any documents referred to, set out the entire agreement between you and Magnus Search Ltd with the exception of details of any Assignment(s) as set out in Assignment Schedule. However, no contract shall exist between you and Magnus Search Ltd between Assignments
- 22 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between you and Magnus Search Ltd. You are engaged as an Agency Worker, although it is agreed that Magnus Search Ltd shall make statutory deductions from your remuneration in respect of taxes and other duties payable by you in respect of such remuneration.
- 23 No variation or alteration of this Contract shall be valid unless agreed between you and Magnus Search Ltd in writing
- 24 You hereby represent and warrant that no collective agreements exist which would affect your terms of engagement.
- 25 Your engagement with Magnus Search Ltd is as a flexible worker beginning from the Commencement Date. Magnus Search Ltd will assign you, on occasion, to perform Services on behalf of a Client. You agree, in undertaking this, to work under the Client's direction, supervision and control at the premises where assigned and to perform the duties in a responsible and professional manner
- 26 Any previous contract which was issued to you by Magnus Search Ltd will cease to be effective on the date at which you commence work under this Contract. This Contract will supersede any previous contracts, whether these relate to employment or services.
- 27 You warrant to Magnus Search Ltd that all information which you have provided to date and which you hereafter provide is and will be true and accurate in all respects.
- 28 You agree to inform Magnus Search Ltd and the Client immediately of any change in your name or address or any details in the Candidate Registration Document or other details relevant to this Contract or any Assignment.
- 29 Any notice to Magnus Search Ltd under or in relation to this Contract or any Assignment shall be given to:
- Head of Registrations and Compliance – email: registrations@magnussearch.com
- 210 Magnus Search Ltd shall act as an employment business (as defined in Section 13(3) of the Conduct Regulations) when introducing or supplying you for Assignments with its Clients.

3. Assignment & Your Obligations

- 3.1 Upon provision, by you of a full and accurate Curriculum Vitae, Magnus Search Ltd shall at its sole discretion, search for suitable assignments for you with Clients. The type of work will be that of a
..... (enter type of work).
- 3.2 Notwithstanding clause 3.1 above you shall additionally provide Magnus Search Ltd with satisfactory evidence of your identity in accordance with Magnus Search Ltd.'s requirements. If, in respect of any prospective Assignment, you are required by law, any professional body or by any Client to hold or have any experience, training qualifications and / or authorisations, you shall provide Magnus Search Ltd with up to date copies of such qualifications and / or authorisations.
- 3.3 You consent to the disclosure of all relevant information (which is reasonably required to progress any application or Assignment) including but not limited to copies of qualifications, authorisations and / or references by Magnus Search Ltd to the Client.
- 3.4 Subject to Magnus Search Ltd being satisfied with the terms of Candidate Registration Document, Magnus Search Ltd will endeavour to obtain suitable Assignments for you.
- 3.5 You shall provide to Magnus Search Ltd notification of any changes to information provided in the Candidate Registration Document, this includes but is not limited to name, address, gender and national insurance number.
- 3.6 You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available, and you further agree that suitability shall be determined solely by Magnus Search Ltd and that Magnus Search Ltd shall incur no liability to you should it fail to offer opportunities to work in the categories set out in the Candidate Registration Document or in any other category
- 3.7 Notwithstanding any activities undertaken to find work for you, Magnus Search Ltd shall be under no obligation to provide work for you and this Contract creates no obligation on Magnus Search Ltd to provide you with a specified number of hours / days work in any day or any week or any work whatsoever.
- 3.8 Magnus Search Ltd reserves the right to offer any Assignment as it may elect to you or any third party where that Assignment is suitable for several candidates. You are under no obligation to accept any such offer but, if accepted, you owe the normal common law duties of a worker as far as they are reasonably applicable.
- 3.9 When engaged by Magnus Search Ltd, you must adhere to all Magnus Search Ltd.'s instructions, policies and regulations which may be in force. You must also adhere to any regulations, policies and instructions which the Client may require you to follow whilst working at any premises of the Client.

- 3.9.1 The details of all Assignments offered to and accepted by you will be provided to you prior to the start of the Assignment or, when not reasonably practicable, as soon as is possible. The Assignment Schedule will provide you with the following: the identity of the Client, and if applicable the nature of their business;
- 3.9.2 the date the Assignment is to commence and the duration or likely duration of Assignment;
- 3.9.3 the type of work, location and hours during which you would be required to work;
- 3.9.4 the Actual Rate of Pay that will be paid and any expenses payable by or to you;
- 3.9.5 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 such risks;
- 3.9.6 what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment; and
- 3.9.7 the intervals of payment.

3.10 For the purpose of calculating the average number of weekly hours worked by you on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which you commenced the first Assignment.

3.11 If, before or during an Assignment or during the Relevant Period, the Client wishes to engage you directly or through another employment business, you acknowledge that Magnus Search Ltd will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire with the Client at the end of which you may be engaged directly by the Client or through another employment business without further charge to the Client. In addition, Magnus Search Ltd will be entitled to charge a Transfer Fee to the Client if the Client introduces you to a third party who subsequently engages the Temporary Worker within the Relevant Period.

3.12 Duties expected of you and the relevant pay rates may vary between Assignments or during the course of any Assignment you have undertaken.

3.13 You are not obliged to accept any Assignment offered by Magnus Search Ltd but if you do so, during every Assignment and afterwards where appropriate, you will:

- 3.14.1 co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;
- 3.14.2 observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which you might reasonably be expected to ascertain;
- 3.14.3 be present during the times or for the total number of hours during each day and / or week as may be agreed with the Client and as reasonably required for the proper performance of the services;
- 3.14.4 not provide the Services in excess of the permitted number of hours / days as agreed with Magnus Search Ltd and / or the Client from time to time;
- 3.14.5 comply with all reasonable instructions and requests regarding the scope of the services made by the Client;
- 3.14.6 furnish Magnus Search Ltd or the Client with any documentation or progress reports as may be reasonably requested from time to time
- 3.14.7 take all reasonable steps to safeguard your safety and that of any other person who may be present or affected by your actions on the Assignment and comply with the Health and Safety policies of the Client;
- 3.14.8 not engage in any conduct detrimental to the interests of the Client;
- 3.14.9 not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the Client's or Magnus Search Ltd.'s employees, business affairs, transactions or finances;
- 3.14.10 to comply with the Data Protection Act 1998 in respect of any personal data which you are granted access to for the purpose of or by reason of the performance of the Services, and
- 3.14.11 have in place appropriate vehicle insurance for any vehicle used in connection with any Assignment.
- 3.14.12 take all reasonable steps to comply with the Driving Legislation and WTR as are applicable;
- 3.14.13 with regard to any journeys (or any portion of journeys) that take place (or partly take place) in countries that are neither in the EU nor signatories to the AETR, take all reasonable steps to comply with the applicable domestic rules and regulations of the relevant countries relating to the number of hours worked, the keeping of records and any other relevant driving or health and safety requirements of the relevant countries;
- 3.14.14 Take all reasonable steps to not incur any tickets, fines, penalties or similar for parking, speeding or any other motoring or driving offences; The Agency Worker will tell the Employment Business immediately if s/he receives any penalty points or endorsements for motoring offences. In addition, the Agency Worker will on request provide the Employment Business with a new access code for the purposes of doing an online check of the Agency Worker's driving licence. The Agency Worker acknowledges that if s/he is at any time prohibited by law from driving the Employment Business will no longer be able to supply him/ her to work for any Hirer until such time as s/he is permitted to drive again.
- 3.14.15 take all reasonable steps to comply with the Department of Transport's Highway Code and any other rules regarding road safety applicable to the country or countries in which any journeys (or portion of journeys) take place;
- 3.14.16 take all reasonable steps to ensure that any Vehicle used by the Agency Worker complies with the Health Act 2006 and in particular refrain from smoking in the Vehicle and, if the Agency Worker is the driver, has management responsibilities for the Vehicle or is responsible for order or safety on the Vehicle to prevent and stop any person from smoking in the Vehicle;
- 3.14.17 to take all reasonable steps to operate any tachograph correctly in order to record his/her activities accurately and fully and to comply with regulatory rules regarding the use of tachographs and driver cards and any instructions of the Hirer and/or Employment Business with regard to the user of tachographs and driver cards

- 3.15 Where required by law, ensure that you have a valid certificate of professional competence for the duration of the assignment. Your place of work will be determined on an Assignment by Assignment basis as agreed by the Client and will not be your permanent place of work. As a flexible worker you are based remotely (usually from your home address) for all usual business activities.
- 3.16 You shall immediately inform Magnus Search Ltd should there be any reason or circumstances of which you are or become aware under which it would be detrimental to the interests of Magnus Search Ltd, the Client or you for you to take up a particular position with the Client or for an Assignment to continue.
- 3.17 If you have 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 you are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Schedule or any variation to the relevant Schedule (as appropriate).
- 3.18 If you consider that you have not or may not have received equal treatment under the Agency Workers Regulations, you may raise this in writing with Magnus Search Ltd setting out as fully as possible the basis of your concerns.
- 3.19 If you accept any Assignment offered by Magnus Search Ltd, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at Magnus Search Ltd.'s request, you undertake to:
- 3.19.1 inform Magnus Search Ltd of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which you have worked in the same or a similar role with the relevant Client via any third party and which you believe count or may count toward the Qualifying Period;
 - 3.19.2 provide Magnus Search Ltd 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 Magnus Search Ltd; and
 - 3.19.3 inform Magnus Search Ltd if you have prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - 3.19.3.1 completed two or more assignments with the Client;
 - 3.19.3.2 completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
 - 3.19.3.3 worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.

4. Hours Worked

- 4.1 Magnus Search Ltd offers no guarantees that any suitable assignments will be available. Other than as stated in this agreement or provided by statute, Magnus Search Ltd has no obligation to pay you when you are not carrying out work or on an Assignment or an assignment has been cancelled. In the event that assignment has been cancelled and Magnus Search Ltd are able to recover a nominal cancellation fee from the client then a cancellation fee may be paid to you upon receipt of the payment by the client.
- 4.2 You are obliged to work when required to by Magnus Search Ltd. If you do not work when required to do so by Magnus Search Ltd, without good cause, Magnus Search Ltd shall be entitled to terminate this Contract with immediate effect.
- 4.3 It is agreed that your assigned hours of work shall vary according to the requirements of the Client.
- 4.4 It is a condition of this Contract that you work flexibly and in accordance with these requirements.
- 4.5 Magnus Search Ltd will endeavour to give you advance notice of the hours you will be required to work. You agree to working hours which may be in excess of the maximum average weekly working time limit of 48 hours in any period of seventeen consecutive weeks imposed by the Working Time Regulations 1998 (and as any such maximum average might be amended or supplemented under those regulations or other legal instruments). You are entitled to withdraw your agreement on giving Magnus Search Ltd not less than three months' advance notice in writing.
- 4.6 For the avoidance of doubt, if the Agency Worker is a Mobile Worker and is subject to the RT(WT)R:
- 4.6.1 the number of hours worked by the Agency Worker during a week comprises the total number of hours of Working Time, Other Work for any employer or hirer and any Period of Availability. 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 under the RT(WT)R and accordingly the Agency Worker will not be paid by the Employment Business or the Hirer for such periods of time; and
 - 4.6.2 the relevant reference period used by the Employment Business to calculate the average Working Time will be a 17-week reference period as specified in the RT(WT)R. In certain circumstances this reference period may be changed to a rolling 17-week reference period, in which case the Employment Business will notify the particular worker in writing accordingly. In addition, the relevant reference period used by the Employment Business may be increased to 26 weeks if the particular worker enters into a valid collective agreement or workforce agreement (as defined in the RT(WT)R) with the Employment Business

- 4.7 For the avoidance of doubt if the Agency Worker is subject to the WTR with regard to working time, the Agency Worker's working time shall only consist of those periods during which s/he is 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 and accordingly Agency Workers will not be paid by the Employment Business or the Hirer for such periods of time.
- 4.8 For the purposes of clause 4.6, the term "week" shall have the same meaning as Defined under the RT(WT)R, namely a period of seven days beginning at midnight between Sunday and Monday.
- 4.9 Clauses 4.6 and 4.7 are 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 Agency Workers Regulations.
- 4.10 For the avoidance of doubt, Other Work will not be treated as "rest" for the purposes of the EU Drivers' Hours Regulation or the RT(WT)R

5. Timesheets

- 5.1 You shall ensure Timesheets are submitted on a weekly basis, or such other basis as is required by Magnus Search Ltd. Where this is not reasonably possible you shall, in any event, ensure you submit Timesheets within thirty (30) days of the end of the period to which the Timesheet relates. If you are not able to submit a Timesheet within this period, you must inform Magnus Search Ltd as soon as reasonably practicable and may only submit Timesheets outside of these time periods with the prior written agreement of Magnus Search Ltd.
- 5.2 Each Timesheet must have been approved / signed by the Client's authorised representative as evidence of the Client's acceptance of the time recorded before being submitted to Magnus Search Ltd. You shall follow such procedure for approval of a Timesheet as Magnus Search Ltd may require from time to time. 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 your activities or duties 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. This clause 5.2 is subject to any variation set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule which Magnus Search Ltd may make for the purpose of compliance with the Agency Workers Regulations.
- 5.3 You will normally receive payment from Magnus Search Ltd in respect of a Timesheet(s) approved / signed in accordance with Clause 5.2 above within 30 days of Magnus Search Ltd receiving a valid Timesheet(s), regardless of whether Magnus Search Ltd has received payment from the Client. Magnus Search Ltd may delay payment while it makes any reasonable enquiries to verify the Timesheet or approval / signature, or if the Timesheet requires further Client authorisation

6. Remuneration

- 6.1 Whilst working on an Assignment, you are entitled to be paid wages calculated at an hourly or daily rate, to be determined prior to the commencement of the Assignment, subject to deductions for the purpose of National Insurance, PAYE, absences or any other purpose for which Magnus Search Ltd is required by law or court order or as agreed herein to make deductions ("Actual Rate of Pay"). The standard payment interval will be weekly in arrears, in accordance with Magnus Search Ltd.'s current procedure from time to time, with any alternative interval being notified prior to the individual Assignment.
- 6.2 The Actual Rate of Pay may differ from Assignment to Assignment. You will be advised in advance of the Actual Rate of Pay applicable for each specific Assignment. Where overtime rates are payable you will be advised of this prior to the Assignment commencing. The Actual Rate of Pay will be paid unless and until you complete the Qualifying Period.
- 6.3 If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment and you are not already receiving the Actual QP Rate of Pay, Magnus Search Ltd shall pay to you:
- 6.3.1 the Actual QP Rate of Pay; and
 - 6.3.2 the Emoluments (if any),
- which will be notified on a per Assignment basis.
- 6.4 Payment will be made to you as agreed for each specific Assignment.
- 6.5 Subject to any statutory entitlement, you are not entitled to receive payment from Magnus Search Ltd or the Client for time not spent on an Assignment, whether in respect of holidays, illness or absence for any reason other than that authorised.
- 6.6 You shall promptly comply with any rule or request whether from Magnus Search Ltd and/or a Client to provide information and/or documentation in respect of the

hours worked by you. Your failure to provide evidence of hours worked may delay payment for such hours. In the event that payment of any amount has been made for such hours not evidenced by an approved Timesheet Magnus Search Ltd may deduct such amount from any subsequent payment to you and you hereby expressly authorise Magnus Search Ltd to make any such deductions from wages. Magnus Search Ltd will not withhold payment of your wages through reasons of non-receipt of payments from the Client.

6.7 For the purposes of the Employment Rights Act 1996, sections 13 - 22 you agree that Magnus Search Ltd may deduct from your remuneration any sums due from you to Magnus Search Ltd and / or the Client. This includes, without limitation, any overpayments, loans or advances made to you by Magnus Search Ltd.

6.8 If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, you may be entitled to receive a bonus. You will comply with any requirements of Magnus Search Ltd and/or the Client relating to the assessment of your performance for the purpose of determining whether or not you are entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, you are entitled to receive a bonus, Magnus Search Ltd will pay the bonus to you.

7. Expenses

7.1 Unless specifically agreed in writing with Magnus Search Ltd in advance of an Assignment, neither Magnus Search Ltd nor the Client shall be responsible for any arrangements for or costs of travel or accommodation that you might require in connection with an Assignment.

8. Holidays & Holiday Pay

8.1 Your entitlement to paid annual holiday is in accordance with the Working Time Regulations (current statutory entitlement is 5.6 weeks per year). Your holiday entitlement period will run from 1 May to 30 April. All holiday entitlement and pay MUST be taken during this annual period or will be forfeited by you as un-taken Holiday and Magnus Search Ltd will not be under any obligation to make any payment in lieu.

8.2 Entitlement to payment for leave under clause 8.1 accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.

8.3 Under the Agency Workers Regulations, on completion of the Qualifying Period you may be entitled to paid and/or unpaid annual leave in addition to your entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 8.1 and 8.2. 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 Assignment Schedule or any variation to the relevant Assignment Schedule.

8.4 The amount of the payment to which you are entitled in respect of paid annual leave is calculated in accordance with and in proportion to the number of hours, which you work on an Assignment. Any payments for annual leave will be calculated on the basis of rates paid during a Client's normal working hours i.e.; not overtime. Holiday monies will be accrued and retained and paid to you when requested, by completing a holiday request form as directed under the Working Time Regulations. In the event the statutory paid holiday entitlement is subsequently increased or decreased then entitlement to leave under this clause 8.2 shall be increased or decreased accordingly for any period in which work is carried out.

8.5 For the avoidance of doubt, when you take holidays you will need to request your 'holiday account balance' to be processed in accordance with HMRC PAYE guidelines and subject to PAYE tax and National Insurance contributions at your specified rate. This will be in addition to any other remuneration.

8.6 Where you wish to take holiday during the course of an Assignment you should notify Magnus Search Ltd of the intended holiday dates giving notice of at least twice the length of the period of leave required or 14 days (whichever is the longer period). In certain circumstances Magnus Search Ltd may give written counter-notice to you to postpone or reduce the amount of leave you wish to take giving you at least the same length of notice as the period of leave that it wishes to postpone or reduce it by. Magnus Search Ltd may require you to take part or all of any paid annual leave entitlement by giving you not less than two weeks' notice.

8.7 Where a Bank Holiday or other Public Holiday falls during an Assignment and you do not work on that day, the public holiday shall count as part of your paid annual leave entitlement.

8.8 None of the provisions in this clause regarding the statutory entitlement to paid leave shall affect your status as an Agency Worker.

9. Sickness & Other Absence

9.1 If you need to be absent from work for any reason you must advise Magnus Search Ltd and the Client by 8:30 am on every day of absence.

9.2 You are required to provide Magnus Search Ltd with 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.

9.3 On following these requirements, as set out in this clause 9, you may be entitled to statutory sick pay. If you fail to do so, your Assignment may be terminated.

9.4 Magnus Search Ltd shall have the right to require that you undertake a medical examination conducted by a doctor of Magnus Search Ltd.'s choice, at Magnus Search Ltd.'s expense, and you hereby agree to comply with any such request promptly

10. Confidentiality

10.1 Whilst engaged by Magnus Search Ltd, you may gain knowledge of trade secrets or other confidential information which relates to Magnus Search Ltd and/or a Client. You shall at all times:

- 10.1.1 treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to either Magnus Search Ltd.'s or a Client's business, data, technology, software code or other know-how, business plans or finances or other information that either Magnus Search Ltd or a Client deems confidential, or any such information relating to a subsidiary, supplier, customer or client of either Magnus Search Ltd or a Client where the information was received as a result of this Agreement;
- 10.1.2 upon termination of any Assignment or this Agreement for whatever reason to deliver up to Magnus Search Ltd or the Client (as may be required) all documents, working papers, computer disks, memory sticks and tapes and other materials (whether hard or soft copy) and all copies thereof provided to or prepared during or received during the course of provision of the Services; and
- 10.1.3 not at any time to make a copy, abstract, summary or précis of the whole or any part of any document, computer program or other material belonging to either Magnus Search Ltd or a Client except when required to do so in the course of your duties in provision of the Services in which event any such item shall belong to either Magnus Search Ltd or a Client.

10.2 The provisions of this Clause shall not apply to:

- 10.2.1 any information in the public domain otherwise than by breach by you of this agreement; or
- 10.2.2 information obtained from a third party who is legally entitled to divulge the same.

10.3 Magnus Search Ltd may require you enter into an agreement relating specifically to aspects of confidentiality at the request of a Client on such terms as a Client may require from time to time.

10.4 The provisions of this Clause 11 shall survive termination or expiry of this Agreement for whatever reason.

11. IPR

11.1 All IPR produced by you in the course of or for the purpose of provision of the Services shall belong to and vest in either Magnus Search Ltd or a Client as appropriate.

11.2 At the request of Magnus Search Ltd, you shall take all such steps and execute all such assignments and other documents as Magnus Search Ltd may require ensuring that full title to all IPR covered by Clause 11.1 vests in Magnus Search Ltd or a Client (as required by Magnus Search Ltd) for the purpose of registering or protecting those rights.

11.3 you shall at the request of either Magnus Search Ltd or a Client (as the case may be) provide to Magnus Search Ltd or a Client the originals of all IPR or software code, reports, manuals, plans, drawings, specifications or other documents or material referred to in Clause 11.1, and in any event shall provide such originals on the completion or earlier termination of the Services. You shall make no use of such documents or material other than for the purpose of providing the Services.

12. Termination

12.1 Either Magnus Search Ltd or a Client may terminate an Assignment immediately for any reason by giving written notice to you without liability or cost.

12.2 To terminate an Assignment, you must give Magnus Search Ltd the correct period of notice as stated in the Assignment schedule. If no notice provision is specified in the Assignment schedule, at least one month's notice must be given (unless a shorter period is agreed in writing with Magnus Search Ltd).

12.3 Terminating an Assignment is not termination of this Contract by you or by Magnus Search Ltd and in no way affects your engagement in another Assignment under this Contract.

12.4 Notice of termination may be given either verbally, in writing, or by email. Any verbal notice shall be followed up by written notice within a reasonable time, where requested by the other party.

12.5 you acknowledge that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between Magnus Search Ltd and the Client. In the event that the contract between Magnus Search Ltd and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to you (save for payment for hours worked by you up to the date of termination of the Assignment).

12.6 To terminate the Contract, you must give Magnus Search Ltd one calendar month's advance notice in writing.

12.7 Magnus Search Ltd does not give you any guarantee that work or any Assignment will be available during any notice period.

12.8 On request and also on the termination of any Assignment or this Contract you must immediately return to Magnus Search Ltd or the Client (whichever is appropriate) any property belonging to them which you may have in your possession or be under your control.

12.9 Magnus Search Ltd does not accept any responsibility and shall not be liable for any loss or damage suffered by you as a result of an Assignment being terminated by either Magnus Search Ltd or a Client and whether before its commencement or during an Assignment.

13. Policies

13.1 You have a duty to comply with the email, internet and computer usage policy in force at the Client and with which the Client requires you to follow whilst working on their premises.

13.2 You should also comply fully with the Client's Health and Safety policies and procedures while working at their site.

13.3 You should comply with any other policies of Magnus Search Ltd and / or a Client in force from time to time and of which you are advised.

14. Changes to Terms of Contract

15. Magnus Search Ltd reserves the right to alter the terms and conditions of this Contract. You will be given not less than two week's written notice of all material changes. You shall inform Magnus Search Ltd in writing of any objection you may have prior to the expiry of the period of notice or shall be deemed to have accepted those changes at the time that such changes are stated in the notice to come into effect.

16. Data Protection

16.1 You warrant that in relation to this Contract, you shall comply strictly with all provisions applicable to you under the Data Protection Laws and shall not do or permit to be done anything which might cause Magnus Search Ltd or the Client to breach any Data Protection Laws.

16.2 By signing this contract, you acknowledge and agree that Magnus Search Ltd may hold your personal data and that Magnus Search Ltd may use your personal data in the course of its activities as an employment business. You also agree that Magnus Search Ltd may disclose any of your personal data to third parties which is required by law or if it deems that to do so is necessary for the appropriate conduct of Magnus Search Ltd.'s business or that of any group company.

17. Criminal Records & Other Checks

17.1 By accepting this Contract, you confirm that you have not been convicted of a criminal offence (except convictions under the Rehabilitation of Offenders Act 1974, as amended) and you confirm that you will provide Magnus Search Ltd and / or the Client with your consent to acquire a criminal records check should either Magnus Search Ltd or the Client require such a check at any time and / or throughout an Assignment. You further confirm that you will provide Magnus Search Ltd and / or the Client with such other checks as either Magnus Search Ltd and / or a Client may require from time to time.

17.2 Should you be convicted of a criminal offence or be arrested on suspicion of or accused or charged of any criminal offence after commencing an Assignment you must immediately supply Magnus Search Ltd with full details.

18. Right to Work Within the UK

18.1 By signing this Contract, you warrant that you are legally permitted to work in the United Kingdom. Should Magnus Search Ltd discover that you do not have the valid permission to work and live in the United Kingdom, or if permission has been revoked, Magnus Search Ltd will be entitled to terminate any Assignment and this Contract with immediate effect without giving you any notice (or paying you in lieu of notice). In these circumstances Magnus Search Ltd will terminate without giving you any warning.

18.2 Magnus Search Ltd has a clear obligation under the Asylum and Immigration Act 1996 to authenticate your eligibility to work within the United Kingdom. You must provide Magnus Search Ltd with all relevant documentation as and when requested.

18.3 Where your profession and/or Assignment requires additional checks to be made; for example, a Criminal Records Bureau check (CRB), you shall supply evidence of these reports/checks to either Magnus Search Ltd and/or the Client as appropriate for retention purposes.

18.4 For the avoidance of doubt the Client may refuse your Assignment or remove you from your workplace until satisfactory documentary evidence of the requirement of this clause 20 has been supplied and authenticated.

19. Governing Law & Jurisdiction

19.1 This Agreement shall be governed and construed in accordance with the law of England.

19.2 Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.

Signed for and on behalf of:

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Name:

Date: