



Agreement For the Engagement of Temps (PAYE)

This agreement is made on [INSERT DATE] ("the Effective Date")

BETWEEN

- (1) **LSP Renewables Limited**, a company incorporated in England and Wales under company number 10543650 and whose registered office is at is Imperial House, 21-25 North Street, Bromley, Kent BR1 1SD, ("**Employment Business**"); and
- (2) [Insert full legal name of individual] of [insert full postal address] ("**Temporary Worker**").

IT IS AGREED as follows:

1. Interpretation and Definitions

- 1.1. Unless the context otherwise requires, references to the singular include the plural.
- 1.2. Headings contained in this Agreement are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 1.3. In this Agreement -
 - "**Agreement**" means the terms and conditions set out herein together with any issued schedules and Assignment and/or Renewal Schedule;
 - "**Assignment**" means the period during which Temporary Worker is engaged on a temporary basis to provide Services;
 - "**Assignment Schedule and/or Renewal Schedule**" means the schedules agreed between Employment Business and Temporary Worker for each Assignment confirming the details of the Assignment;
 - "**AWR**" means the Agency Workers Regulations 2010 (as amended);
 - "**Client**" means the person, firm or corporate body as specified within the Assignment Schedule together with any subsidiary or associated company as defined by section 1159 of the Companies Act 2006 requiring Services, and includes End User and any third party for whom Temporary Worker provides services pursuant to this Agreement on behalf of Client;
 - "**Conduct Regulations**" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time);
 - "**Data Controller**" means "controller" in accordance with the General Data Protection Regulation (EU) 2016/679
 - "**Data Protection Legislation**" means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation –
 - (a) the Data Protection Act 2018;
 - (b) the General Data Protection Regulation (EU) 2016/679;
 - (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and
 - (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679;
 - "**Data Subject**" means as set out in, and will be interpreted in accordance with Data Protection Legislation;
 - "**Documents**" means all plans, drawings (including as-built drawings), specifications, calculations, records and other documents (including information technology material and computer assisted design material) prepared by or on behalf of Temporary Worker in relation to the provision of the Services (including drafts) and all revisions and additions whether in existence or still to be made;
 - "**End User**" means any other party for whom, or at whose premises, the Services are performed under the Assignment and who is also to be the Client of the Temporary Worker under this Agreement;
 - "**Force Majeure Event**" means the occurrence of any event beyond the reasonable control of a Party (excluding any strike, lockout or industrial action involving that Party's or its sub-contractors employees, workers, agents or other personnel) which directly causes that Party to be prevented, hindered, or

delayed in performing any or all of its obligations and thus unable to comply with all or a material part of its obligations under this Agreement where that event does not arise from the act, omission or negligence of that Party;

"Parties" means Employment Business and Temporary Worker, and each a Party;

"Personal Data" means as set out in, and will be interpreted in accordance with Data Protection Legislation;

"Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with this Agreement;

"Process" means as set out in, and will be interpreted in accordance with Data Protection Legislation and

"Processed" and **"Processing"** will be construed accordingly;

"Qualifying Period" means as defined within regulation 7 of the AWR;

"Relevant Period" means whichever of the following periods ends later -

- (a) the period of eight weeks commencing on the day after the day on which Temporary Worker last worked for Client pursuant to the Assignment; or
- (b) the period of fourteen weeks commencing on the first day on which Temporary Worker first commenced the Assignment with Client;

"Restricted Period" means the six (6) months following the end (howsoever arising) of the Assignment;

"Services" means the work to be performed by Temporary Worker for the benefit of Client pursuant to this Agreement; and

"Temporary Worker" means the individual named in the Assignment Schedule who is supplied to Client by Employment Business on a PAYE basis under a contract for services.

2. The Contract

- 2.1. These terms and conditions constitute a contract for services between Employment Business and Temporary Worker and they govern all Assignments undertaken by Temporary Worker.
- 2.2. This Agreement together with the Assignment Schedule constitutes the entire agreement between Employment Business and Temporary Worker, and it supersedes all previous agreements between the parties in relation to the subject matter hereof and governs all Assignments undertaken by Temporary Worker. No contract will exist between Employment Business and Temporary Worker between Assignments.
- 2.3. For the avoidance of doubt, Employment Business is not Temporary Worker's employer nor is Temporary Worker an employee of Employment Business under this Agreement and this Agreement will not give rise to a contract of employment between Employment Business and Temporary Worker. No contract of employment is expressed or implied by reason of this Agreement or any terms ancillary to this Agreement and any implied duty on the part of Employment Business as if Employment Business were Temporary Worker's employer is excluded. Temporary Worker is engaged as a PAYE agency worker, and Employment Business is required to make statutory deductions from Temporary Worker's remuneration in accordance with clause 7.2.
- 2.4. No variation or alteration to this Agreement will be valid unless the details of such variation are agreed between Employment Business and Temporary Worker and set out in writing and a copy of the varied terms is given to Temporary Worker stating the date on or after which such varied terms will apply.
- 2.5. Temporary Worker agrees it has accepted the terms of this Agreement if it performs any Services for Client or submits a timesheet to Employment Business in relation to performing Services for Client.
- 2.6. Save as otherwise stated in this Agreement, Temporary Worker will be entitled to supply his/her services to any third party during the term of this Agreement provided that this in no way compromises or is not to the detriment of the supply of Services, and provided there is no conflict of interest to Employment Business or the Client.
- 2.7. Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 10, 11, 14, 15 and 16 will remain in force beyond the cessation or other termination of this Agreement.

3. Obligations of Employment Business

- 3.1. Employment Business will operate as an employment business (as defined by the Conduct Regulations) in relation to Temporary Worker except where Temporary Worker is employed by Client following

Employment Business's introduction to Client, in which case Employment Business will act as an employment agency.

- 3.2. Employment Business will not charge Temporary Worker a fee for introducing Temporary Worker to Client (as is prohibited by Employment Agencies Act 1973).
- 3.3. Employment Business will endeavour to find suitable Assignments of the type/s of work requested by the Temporary Worker at the rate of remuneration reasonably expected for that work.
- 3.4. Employment Business will endeavour to obtain suitable Assignments for Temporary Worker, however, the nature of temporary work means that there may be periods when no suitable work is available and Temporary Worker acknowledges that and agrees -
 - 3.4.1. that the suitability of the work offered will be determined solely by Employment Business;
 - 3.4.2. that Employment Business will not incur any liability to Temporary Worker should it not be able to offer any suitable Assignments;
 - 3.4.3. that no contract will exist between Temporary Worker and Employment Business during periods when Temporary Worker is not working on an Assignment; and
 - 3.4.4. Temporary Worker is not obliged to accept any Assignment offered by Employment Business.
- 3.5. Employment Business will operate as a temporary work agency (as defined by the AWR).
- 3.6. Upon written request from Temporary Worker and following the Qualifying Period, Employment Business will, within 28 days from receipt of such request, provide to Temporary Worker a written statement in accordance with regulation 16 of the AWR.

4. Obligations of Temporary Worker

- 4.1. Temporary Worker will inform Employment Business immediately if –
 - 4.1.1. s/he has been arrested or accused of a criminal offence or has any current, unspent and unfiltered convictions, as determined under the Rehabilitation of Offenders Act 1974. Failure to disclose this information shall give Employment Business the right to terminate this Agreement with immediate effect and without notice or payment in lieu of notice;
 - 4.1.2. his/her health changes in such a way as to affect his/her suitability to work; or
 - 4.1.3. any information s/he has provided (or provides hereafter) has changed in any way. This may include (but is not limited to) changes in relation to contact information (telephone numbers, residential address), right to work or live within the UK.
- 4.2. During the Assignment Temporary Worker agrees -
 - 4.2.1. to follow all relevant and applicable rules and procedures of Client including but not limited to those relating to health and safety, site security and IT usage and security and will act in a professional manner at all times whilst performing the Assignment;
 - 4.2.2. not to engage in any conduct detrimental to the interests of Employment Business or Client which includes any conduct that may bring Employment Business or Client into disrepute or which results in the loss of custom or business;
 - 4.2.3. to take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by his/her actions during the Assignment;
 - 4.2.4. not at any time to make any copy, abstract, summary or précis of the whole or any part of any Document or other material belonging to Client except when required to do so in the course of his/her duties under the Assignment in which event any such item will belong to Client;
 - 4.2.5. if s/he is unable (or unwilling for any reason) to perform the work during the course of an Assignment, that s/he will inform Employment Business by no later than 9.00am on the first day of incapacity;
 - 4.2.6. that if either before or during the course of an Assignment, Temporary Worker becomes aware of any reason (including but not limited to any health issues or criminal convictions) why s/he may not be suitable for an Assignment, then s/he will notify Employment Business without delay and cooperate fully with any further enquiries Employment Business may make;
 - 4.2.7. not at any time either during the Assignment or at any time afterwards, divulge to any person or corporate entity confidential information, nor use the same for his or her own or any other person's benefit in accordance with clause 11;

- 4.2.8. to immediately inform Employment Business where they perceive they may become the subject of any complaint (whether by Client or otherwise) in relation to their obligations under this Agreement;
- 4.2.9. to arrange any appointments, including without limitation those relating to medical conditions, outside of the hours required by Client to deliver the Services, wherever possible;
- 4.2.10. to promptly inform Employment Business where s/he has a concern or an issue relating to the Assignment, Client, Employment Business or the AWR;
- 4.2.11. not discuss with Client the terms of this Agreement or an Assignment except as strictly required for the Services;
- 4.2.12. take all reasonable precautions including (without limitation) using latest commercially available detection software to avoid introducing any viruses into Client's systems or otherwise corrupting Client's data and to indemnify Employment Business and/or Client against all losses, liabilities, damages, costs expenses (including legal fees) and charges incurred by Employment Business and/or Client either from a breach of this sub-clause or any deliberate or negligent act or omission of Temporary Worker which either introduces a virus into Client's system or corrupts Client's data;
- 4.2.13. s/he is not under the control of Employment Business; and
- 4.2.14. to adhere to all applicable laws, statutes and regulations as enacted from time to time.
- 4.3. For the purposes of this Agreement and the Assignment, Temporary Worker warrants that-
 - 4.3.1. s/he has the experience, training, qualifications and any authorisation which Client considers are necessary, or which are required by law or by any professional body for Temporary Worker to possess in order to perform the Services and will promptly provide evidence of such upon request from Employment Business;
 - 4.3.2. s/he has disclosed in full the details, duration (including any breaks or absences) of any temporary assignments previously undertaken by Temporary Worker for the benefit of Client;
 - 4.3.3. s/he is willing to undertake the work with Client;
 - 4.3.4. all information and statements provided, whether oral or written, by him/her in relation to the Assignment including (but not limited to) in respect of clauses 4.3.1 and 4.3.2 above are true and accurate;
 - 4.3.5. the Services will be performed with a high degree of professional skill and care;
 - 4.3.6. s/he is not prevented by any other agreement, arrangement, obligation, restriction (including, without limitation, a restriction in favour of any employment business, or client, or any other company) or any other reason, from carrying out their full obligations under this Agreement and will not thereby be in breach of any obligation that it owes to any third party;
 - 4.3.7. s/he possesses valid and subsisting leave to enter, live, work and remain lawfully in the United Kingdom for the duration of the Assignment and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the services;
 - 4.3.8. s/he does not possess any criminal convictions that may reasonably affect the decision of Employment Business or Client to offer any Assignment under this Agreement;
 - 4.3.9. s/he has not relied on any representations by Employment Business or Client made prior this Agreement, other than as set out under this Agreement;
 - 4.3.10. s/he agrees that s/he shall promptly and without charge correct any defective works carried out by Temporary Worker arising from the Temporary Worker's acts, neglect or otherwise; and
 - 4.3.11. s/he will, at the end of the Assignment or on demand, at his/her own expenses, return to Employment Business or to Client or, as the case may be, End User (as directed) all property of Client including, but not limited to, all equipment, Documents (including copies) and other such materials, security passes, electronic storage devices and keys.
- 4.4 Temporary Worker will, prior to the start of the Assignment, undertake to provide all of the following mandatory documents:
 - 4.4.1 full copy of this Agreement signed by Temporary Worker;
 - 4.4.2 clear colour scanned copy of photographic proof of Temporary Worker's passport;
 - 4.4.3 evidence of work permit or visa for the Temporary Worker where appropriate;

4.4.4 clear scanned copy of Temporary Worker's bank statement (dated less than three months before the Assignment start date) of their bank account in the name of Temporary Worker and located in the United Kingdom and

4.4.5 any additional documentation specified in the Assignment Schedule or as may be required by Employment Business from time to time.

By providing a copy of Temporary Worker's passport, Temporary Worker is giving their consent for an identification check of Temporary Worker being conducted by Employment Business.

4.5 Temporary Worker agrees that s/he has not, within the past ten (10) years, been suspended or debarred from participating in any bid process organized or controlled by any Governmental Authority due to corrupt acts. Nor has Temporary Worker been directly or indirectly, involved in any corrupt acts, nor have they been prosecuted, or convicted, or entered into any settlement in relation to, or otherwise held legally liable for, any corrupt acts at any stage within the past ten (10) years, nor does s/he appear on any list of contractors or individuals debarred from tendering or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency.

4.6 Temporary Worker shall not, whether directly or Indirectly through any company, partnership or person, solicit nor enter into any contract with Client or with any third party introduced to Temporary Worker by Client with whom Temporary Worker had material contact with during the Assignment, to provide any services of the same or a similar nature as Services during the Assignment or during the Restricted Period without Employment Business's prior written consent, such consent may be withheld at Employment Business's absolute discretion or granted subject to any conditions Employment Business may wish to impose.

5. Time Recording (Timesheets)

- 5.1. Temporary Worker will deliver to Employment Business a monthly electronic timesheet duly completed to indicate the number of hours or days worked during each week that has been approved by an authorised representative of Client.
- 5.2. Such approved time records should be delivered and received by Employment Business no later than two (2) business days following the calendar month to which they relate. Temporary Worker agrees and acknowledges that timesheets submitted at any time following the termination of the Assignment shall only be paid once verified by the Client.
- 5.3. Temporary Worker warrants and represents that the hours it records on the timesheet are true and accurate. Temporary Worker acknowledges that it could be a criminal offence for Temporary Worker to falsify any timesheet, including but not restricted to, claiming work was performed for hours that it was not.
- 5.4. Temporary Worker agrees and acknowledges that failure to deliver and obtain Client's signature/electronic approval on timesheets promptly may delay payment whilst Employment Business obtains confirmation that the hours claimed are true and accurate.
- 5.5. Temporary Worker agrees and acknowledges that if s/he fails to submit time records to Employment Business because of Temporary Workers own default within thirty (30) days following the calendar month to which they relate, Employment Business may suffer loss as Employment Business may be unable to recover sums due from Client; if, as a consequence of Temporary Workers delay and after Employment Business have made reasonable efforts to obtain the same, Employment Business are unable to recover its fees from Client, Temporary Worker will be liable to Employment Business for any loss that Employment Business suffer.
- 5.6. Temporary Worker will inform Employment Business immediately if s/he is experiencing any problems (or anticipates such) which may delay the delivery of timesheets to Employment Business in accordance with the requirements in clauses 5.1 and 5.2 above.

6. The Assignment

- 6.1. Temporary Worker agrees, by signing this Agreement that the weekly working limit of an average of 48 hours each week calculated over a 13-week period will not apply under the Working Time Regulations 1998. Temporary Worker may withdraw their consent herein prior to the Assignment or by serving no less than three (3) months' written notice to Employment Business thereafter.

- 6.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, Temporary Worker's working time will only consist of those periods during which s/he is carrying out activities or duties for Client as part of the Assignment. Time spent travelling to Client's premises; lunch breaks and other rest breaks will not count as part of Temporary Worker's working time for these purposes.
- 6.3. If Client wishes to engage Temporary Worker directly or through another employment business whether for temporary or permanent work - a) during the course of an Assignment; or b) within the Relevant Period; or c) before the Assignment, then Temporary Worker acknowledges that Employment Business will be entitled to charge Client a fee or to agree an extension of the hiring period after which Client may engage Temporary Worker (other than through Employment Business) without further charge to Client. In addition, where Client introduces Temporary Worker to a third party who subsequently engages Temporary Worker Employment Business is entitled to charge Client a fee.
- 6.4. Temporary Worker will at the end of the Assignment or on demand return to Employment Business or Client (as directed) all property of Employment Business, Client (and End User where applicable) including, but not limited to, all equipment, documents (including copies) and other such materials, security passes, electronic storage devices and keys.
- 6.5. Nothing in this Agreement will render Temporary Worker an employee of either Employment Business or Client and Temporary Worker will not hold themselves out as an employee or an agent of either Employment Business or Client.

7. Payment

- 7.1. Employment Business shall pay to Temporary Worker remuneration calculated at an hourly rate as confirmed within the Assignment Schedule. The rate applies for each hour worked during an Assignment (to the nearest quarter hour). The rate specified in the Assignment Schedule is specific to each Assignment.
- 7.2. Subject to clause 5, Temporary Worker will be paid monthly in arrears by BACS by the tenth (10th) business day following the calendar month to which the approved time records relate, and pay will be reduced by any statutory deductions which Employment Business may be required by law to make (e.g. income tax, National Insurance contribution, social security payments).
- 7.3. Temporary Worker is not entitled to receive payment from Employment Business or Clients for time not spent on Assignment, save for statutory entitlement under relevant legislation or where agreed otherwise. Temporary Worker will be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 7.4. Temporary Worker acknowledges that s/he may be required to work extra hours in addition to those set out in the Assignment Schedule in order to meet a business need of a Client. No premium rates will be paid for additional hours worked and extra hours worked during the weekend or public holiday work will be paid at the normal rates unless otherwise agreed and stated in the Assignment Schedule.
- 7.5. Without prejudice to Employment Business's rights under this Agreement, whenever a sum of money is recoverable from or payable by Temporary Worker -
 - 7.5.1. in relation to an overpayment of expenses or remuneration due to an error, mistake or as a result of a misrepresentation by Temporary Worker; or
 - 7.5.2. in relation to any loss caused by Temporary Worker and any sum that Temporary Worker is liable to pay to Employment Business in respect of any breach of this Agreement.

Employment Business shall be entitled at its sole discretion to set-off any liability and/or where Employment Business is owed sums by the Temporary Worker, shall be entitled to suspend all payments to the Temporary Worker until the balance owing to Employment Business has been recouped by way of set-off deduct that sum from any sum then due or which at any later time becomes due to Temporary Worker under this Agreement.

- 7.6. Employment Business shall pay Temporary Worker in respect of approved work done by him/her during an Assignment, whether or not Employment Business is paid by Client in respect of that work.
- 7.7. Following the Qualifying Period and where relevant in accordance with the AWR, Employment Business may vary clauses 7.1, 7.3 and 7.4 of this Agreement, as is appropriate, and any such variation will be set out within an Assignment Schedule and issued to Temporary Worker.
- 7.8. Employment Business shall, where Temporary Worker is eligible, automatically enrol Temporary Worker into Employment Business's pension scheme in accordance with The Occupational and Personal Pension

Schemes (Automatic Enrolment) Regulations 2014. Temporary Worker may choose to 'opt out' of this enrolment by written notification to Employment Business. Further information regarding eligibility and options in relation to this clause will be provided by Employment Business.

- 7.9. Where expenses are payable to Temporary Worker, expenses must be agreed in advance by Client, supported by valid documentation and invoiced to Employment Business separately within thirty (30) days of being incurred. For the avoidance of doubt, Employment Business shall have no liability for expenses claimed thirty (30) days after being incurred.

8. Statutory Leave

- 8.1. Entitlement to leave commences on the date that Temporary Worker starts an Assignment or a series of Assignments and for the purposes of this clause, the leave year commences on 1st January to 31st December following.
- 8.2. Under the Working Time Regulations 1998, Temporary Worker is entitled to 5.6 weeks "Paid Annual Leave" per leave year (equivalent to 28 days). All entitlement to statutory leave must be taken and authorised in advance and will be taken during the course of the leave year.
- 8.3. The amount of the payment to which Temporary Worker is entitled in respect of Paid Annual Leave is paid in advance and calculated in accordance with, and in proportion to, the number of hours/days which s/he works on an Assignment (28 days = 12.07%). For the avoidance of doubt, the Temporary Worker will not receive any additional payment when s/he takes their statutory leave. Paid Annual Leave is stated in the Assignment Schedule and will be included on Temporary Worker's pay slip.
- 8.4. During an Assignment, when a Temporary Worker wishes to take their statutory leave, to which s/he is entitled, s/he should notify Client in writing 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. Client may refuse a leave request for specific dates at any time before the first date to which the request relates.
- 8.5. Where a bank holiday or other public holiday falls during an Assignment and Temporary Worker does not work on that day, the public holiday will count as part of Temporary Worker's statutory leave.
- 8.6. Unless Temporary Worker advises Employment Business otherwise, Employment Business will assume that when Temporary Worker is on Assignment that all working days when Temporary Worker does not work have been taken as holiday.

9. Term and Termination of the Agreement

- 9.1. This Agreement will commence on the start date as set out in the Assignment Schedule and will continue until -
- 9.1.1. the end date set out in the Assignment Schedule; or
 - 9.1.2. terminated in accordance with the clauses 9.2, 9.3 or 9.4.
- 9.2. Employment Business may terminate the Assignment and this Agreement at any time without liability or prior notice.
- 9.3. Temporary Worker may terminate the Assignment and this Agreement by providing the period of notice set out in the Assignment Schedule.
- 9.4. Notwithstanding clause 9.2 **Error! Reference source not found.**, Employment Business may without liability end this Agreement and instruct Temporary Worker to cease work on the Assignment immediately or on short notice at any time, and without liability where:
- 9.4.1. Temporary Worker has committed any serious or persistent breach of any of its obligations under this Agreement;
 - 9.4.2. Client reasonably believes Temporary Worker has (a) acted in breach of the rules and regulations applicable to Client's own staff; (b) is incompetent; or (c) has been negligent in the performance of the Services;
 - 9.4.3. Client reasonably believes that Temporary Worker has not observed any condition of confidentiality applicable to Temporary Worker from time to time;
 - 9.4.4. for any reason Temporary Worker proves unsatisfactory to Client;
 - 9.4.5. Employment Business receives any information regarding the unsuitability of Temporary Worker to provide the Services in the course of the Assignment;
 - 9.4.6. Temporary Worker is found to be guilty of unprofessional conduct, including but not limited to - (a) the distribution of pornographic, sexist, racist or other offensive or abusive material of any type by email (or any means whatsoever); (b) intimidating, bullying or any behaviour which could

- be held to constitute harassment; (c) fraudulent activity of any kind; or (d) failure to follow the reasonable supervision and/or direction of Client;
- 9.4.7. Temporary Worker is guilty of any fraud, dishonesty or serious misconduct;
- 9.4.8. the performance of the Assignment is prevented by the incapacity of Temporary Worker for whatever reason (including but not restricted to illness) save where Temporary Worker can demonstrate Force Majeure; or
- 9.4.9. Employment Business has reason to believe Client may not be able to pay any or all of Employment Business's invoices.
- 9.5. For the avoidance of doubt, termination pursuant to clause 9.4 will take precedence over termination pursuant to clause 9.2 above and any notice periods set out in the Assignment Schedule.
- 9.6. Notwithstanding clause 9.2, Temporary Worker acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between Employment Business and Client. In the event that the contract between Employment Business and Client is terminated for any reason the Assignment will cease with immediate effect without liability to Employment Business.
- 9.7. Notwithstanding clause 9.2, Employment Business may, without liability, terminate this Agreement and Assignment with immediate effect on any date prior to the date on which Temporary Worker is due to commence the Assignment where Employment Business receives notice from Client to terminate the Assignment or not to proceed with the Assignment.
- 9.8. Temporary Worker acknowledges and agrees that Employment Business is not obliged to provide any reason to Temporary Worker in connection with termination under clause 9. Furthermore, in the event a reason is provided whether by Client or by Employment Business, Employment Business will not be liable to, or held responsible by Temporary Worker in relation to the content of such reason.
- 9.9. If Temporary Worker does not report to Employment Business in order to notify of his/her availability for work for a period of four weeks, Employment Business will forward his/her P45 to his/her last known address.
- 9.10. Employment Business may at any time, upon written notice to Temporary Worker, suspend, postpone or reduce all or part of the Services to be provided by Temporary Worker. Such notice shall specify the commencement of the suspension, postponement or reduction and the estimated duration of the suspension or postponement. Upon receiving the notice of suspension, postponement or reduction, Temporary Worker shall implement the same, at no cost to Employment Business. Employment Business may withdraw any suspension, postponement or reduction by written notice to Temporary Worker, in which case Temporary Worker shall use its best endeavours to resume its provision of the Services.
- 9.11. Temporary Worker acknowledges and agrees that, under the arrangements for an Assignment, Client will be under no obligation to provide Temporary Worker either directly or through Employment Business, with an advance notice of an end to an Assignment. If Client asks Temporary Worker to leave, it is in Temporary Worker's interest to inform Employment Business immediately so that Employment Business can verify instructions from the Client to Employment Business and ascertain whether there is any prospect of the continuation of the Assignment; the Client has no right to terminate the Assignment or obligation to give Temporary Worker any notice. If Temporary Worker is informed of any termination to terminate; Temporary Worker must immediately communicate this to Employment Business. Only when Employment Business has confirmed to Temporary Worker that the Assignment is at an end is the Assignment terminated, as Temporary Worker's contractual relationship continuation of the Assignment is with Employment Business and not Client.
- 9.12. Employment Business's right to terminate under this clause 9 shall include the right to terminate during any period of notice being served.
- 9.13. Temporary Worker may terminate an Assignment if Employment Business are in material breach of any of the terms of this Agreement, without prejudice to any claim arising from any such breach, provided that in the case of breach that can be remedied, Temporary Worker first gives Employment Business written notice of the breach and Employment Business have not remedied such breach within fourteen (14) days of such notice.

10. Intellectual Property

- 10.1. Temporary Worker hereby agrees to assign to Client all present and future copyright, title and interest of whatever nature (including but not limited to copyright and patent application rights), topography rights,

design rights, trademarks, rights in databases, sui generis rights, trade secrets (whether registered or unregistered) and other confidential information, know-how and all other intellectual property rights of a similar nature in any part of the world and all other intellectual property rights in original work and all applications and rights to apply for the protection of any of the foregoing, produced, prepared or provided by Temporary Worker, in whatever media, in relation to or arising from the performance of the Assignment prepared for Client or produced by Temporary Worker in connection with an Assignment under this Agreement, and that the aforementioned rights will vest in and remain the property of Client throughout the world free from any interest of Temporary Worker or any third party or parties.

- 10.2. Temporary Worker will do anything that Client may reasonably require (at Client's expense) in order to effectively vest such rights (as stated in clause 10.1 above) in Client or such third party as Client specifies (whether before or after the termination of this Agreement).
- 10.3. Temporary Worker acknowledges and agrees, that Client retains ownership of all intellectual property rights of whatever nature and, if registrable, whether registered or not, in the Documents or other material and data and other information provided to or provided by Temporary Worker in relation to an Assignment. For the avoidance of doubt, Client will not be deemed to have granted Temporary Worker any licence to use the Documents or other material or data or other information other than solely for the purposes of the relevant Assignment.
- 10.4. Temporary Worker acknowledges and agrees that s/he will promptly disclose to Client and to Employment Business any idea, method, invention, discover, design, concept or other work made or created by Temporary Worker in relation to Services provided during the Assignment.
- 10.5. Temporary Worker warrants that Services provided are not in breach of the intellectual property rights of any third party.
- 10.6. Temporary Worker hereby irrevocably and unconditionally waives in favour of Client any and all moral rights conferred on it by statute for any intellectual property, design or copyright work in which rights are (or should be) vested in Client pursuant to this clause 10.

11. Confidentiality

- 11.1. Subject to clause 11.5, Temporary Worker acknowledges that "Confidential Information" will include, but not be limited to –
 - 11.1.1. information that is labelled confidential;
 - 11.1.2. information that Employment Business, Client (or End User where applicable) expressly states (whether in writing or otherwise) to Temporary Worker that the information is confidential;
 - 11.1.3. where Temporary Worker ought to have known that the information may be confidential; and
 - 11.1.4. the rates paid by Employment Business to Temporary Worker.
- 11.2. Temporary Worker will not at any time whether during or after the Assignment disclose to any person or make use of any of the Confidential Information.
- 11.3. In order to protect the confidentiality and trade secrets of Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence, Temporary Worker agrees (i) to deliver up to Client or Employment Business at the end of the Assignment all Documents and other materials belonging to Client (and all copies thereof) which are in its possession including documents and other materials created by Temporary Worker during the course of the Assignment (ii) not at any time to make a copy, abstract summary of the whole or any part of any document or other material belonging to Client except when required to do so in the course of its duties under the Assignment in which event any such item shall belong to Client or Employment Business as appropriate and (iii) to enter into such separate undertakings or agreement relating to confidentiality as may from time to time be required (as a deed or otherwise) by Client.
- 11.4. Temporary Worker agrees that if Employment Business and/or Client suffers disclosure of their Confidential Information through breach of clause 11, Employment Business or Client (as the case may be) will be entitled, in addition to any and all other remedies, to temporary and injunctive relief.
- 11.5. The provisions of this clause 11 will not apply to any information in the public domain (otherwise than by breach of this Agreement) or any disclosure required by law.
- 11.6. The provisions of this clause 11 will survive the termination, for whatever reason, of the Assignment and of this Agreement, for a period of five (5) years from the date of termination.

12. Data Protection

12.1. Temporary Worker understands –

- 12.1.1.that for the purposes of the Data Protection Legislation, Employment Business is a Data Controller and Client is a Data Controller but they are not Joint Controllers (as defined in the Data Protection Legislation) unless a specific agreement is made to that effect between those parties;
- 12.1.2.that in providing Services, Personal Data relating to Temporary Worker will be collected by Employment Business and passed to Client and/or End User (including any intermediary company involved in the supply of Services to Client) in accordance with Data Protection Legislation and for the purpose of fulfilling this Agreement;
- 12.1.3.that in providing Services Personal Data relating to Temporary Worker may be collected and Processed in order to comply with Employment Business's and/or Client's and/or End User's legal obligations, including reporting Assignment details to HMRC and that any such Processing (including any transfer of Personal Data) shall be processed fairly and lawfully in accordance with the Data Protection Legislation; and
- 12.1.4.that in providing Services, Client and/or Employment Business and/or End User, or anyone processing data on behalf of Client and/or Employment Business and/or End User, may transfer Personal Data relating to Temporary Worker outside the European Economic Area.

12.2. Employment Business confirms that any Personal Data relating to Temporary Worker will be used, Processed and recorded in accordance with the Data Protection Legislation for the purpose of fulfilling this Agreement.

12.3. Temporary Worker agrees to -

- 12.3.1.treat any and all Personal Data it obtains or has access to in connection with the Agreement as confidential at all times both during and after this Agreement;
- 12.3.2.comply with the policies and procedures of Employment Business and of Client and/or End User relating to privacy and data protection in connection with this Agreement;
- 12.3.3.provide reasonable assistance to Employment Business and/or Client and/or End User when required in order to help Employment Business and/or Client and/or End User to comply with Data Protection Legislation with respect to data subject access requests and other data subject rights, data security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- 12.3.4.promptly notify Employment Business on becoming aware of a suspected or actual Personal Data Breach in relation to the Services or in connection with this Agreement.

12.4. Temporary Worker agrees it will not, release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Employment Business.

13. Notices

13.1. Any notice required to be given under this Agreement will be delivered by hand, sent by e-mail or prepaid first class post to the recipient at its email address or address specified in this Agreement.

13.2. Notices will be deemed to have been given and served -

- 13.2.1.if sent by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or
- 13.2.2.if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery.

14. Liability and Indemnity

14.1. Temporary Worker will indemnify Employment Business against -

- 14.1.1.any loss or third-party claim arising out of Temporary Worker's deliberate or negligent infringement of any Client's or third parties' intellectual property rights;
- 14.1.2.any loss or third-party claim arising out of Temporary Worker's disclosure of any confidential information (including Personal Data);

- 14.1.3.any loss or third-party claim arising out of Temporary Worker submitting a fraudulent timesheet or fraudulent information in relation to the Assignment; and
- 14.1.4.any loss, claim or damage (including legal costs) that Employment Business or Client may suffer or incur through the assertion by Temporary Worker of employment rights, including but not limited to unfair or constructive dismissal, redundancy payments, pension, bonuses (discretionary or guaranteed) and other related benefits other than any entitlement in accordance with statutory rights including the AWR.
- 14.2. At all times during the term of this Agreement, Temporary Worker shall procure to ensure and maintain that any motor vehicle used for any business purposes by Temporary Worker is adequately covered by third party insurance cover and will, at all times, keep Employment Business indemnified against all liability (whether in respect of insured risk or otherwise) incurred by and/or the Client and/or the End User or arising otherwise in connection with the use by Temporary Worker of any motor vehicle or other equipment provided by the Client and/or End User. The Temporary Worker must ensure that use of such equipment is authorised by the Client and/or End User.
- 14.3. Save as required by law, Employment Business will not be liable to Temporary Worker for any loss, expense, damage or delay howsoever arising (whether directly or indirectly) in connection with this Agreement, save where expressly stated otherwise within this Agreement. In the event that Temporary Worker shall bring any claim against Employment Business which would be in breach of this provision, Temporary Worker shall fully indemnify Employment Business in relation to such claim including proper legal costs incurred by Employment Business; furthermore, Employment Business shall not be liable for any loss.
- 14.4. Temporary Worker shall return in good working condition any equipment provided by Client' failing which Temporary Worker shall be liable to pay the full replacement cost thereof. Temporary Worker shall not be permitted to utilise any of the Client's equipment for personal use, unless otherwise agreed with Client and/or Employment Business. In the event Temporary Worker provides any equipment is shall ensure that such equipment is in good working order, fit for purpose and complies with any relevant health and safety testing requirements.
- 14.5. Failure by Temporary Worker to give the period of notice (set out within the Assignment Schedule) to terminate the Assignment as required by clause 9.3 will constitute a serious breach of this Agreement and will entitle Employment Business and Client (as maybe required) to claim damages from Temporary Worker for any resulting loss suffered by Employment Business or Client.
- 14.6. It is further agreed that without prejudice to any other provision in this Agreement, Employment Business's liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £10,000 in the aggregate save where a limit is precluded by law. In no event shall Employment Business be liable in respect of loss of profits, loss of business, loss of revenue, loss of or damage to goodwill or loss of actual or anticipated savings (whether constituting direct or indirect loss or damage and whether caused by negligence or otherwise); indirect or consequential loss or damage (whether caused by negligence or otherwise) in any way arising under or in connection with this Agreement or otherwise.

15. Contract Renewal

- 15.1. The Assignment may be extended by mutual agreement by the Parties signing a further Assignment Schedule.
- 15.2. If Temporary Worker supplied under this Agreement continues to perform the Services or any other services for Client at the express request of Client and Employment Business beyond the End of Assignment date set out within the applicable Assignment Schedule, then this Agreement will be deemed to be extended for an additional period until such time as such further agreement is entered into between the Parties ("the Deemed Period").
- 15.3. The terms and conditions contained herein will be deemed to apply in respect of any Services or other services provided by Temporary Worker during the Deemed Period, except as stated in clause 15.4 below.
- 15.4. In addition to the rights of the Parties in connection with clause 15.3 above, Employment Business may terminate the Deemed Period with immediate effect, and any notice period detailed in the Assignment Schedule will not apply.

16. General

- 16.1. Any failure by the Parties to enforce at any particular time any one or more of its rights under this Agreement will not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.
- 16.2. Headings contained in this Agreement are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 16.3. If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement will remain in full force and effect to the extent permitted by law.
- 16.4. If there is a conflict between these terms and conditions and the Assignment Schedule, the Assignment Schedule will take precedence.
- 16.5. Save as provided in this clause 16.5, no provision of this Agreement will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.
- 16.6. Temporary Worker shall comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (Anti Bribery Laws) which includes (without limitation) compliance with the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States. Temporary Worker will not, offer, give or agree to give to any employee or representative of Employment Business or of Client or of any third party any gift, personal financial incentive or other consideration that could act or reasonably be perceived to act as an inducement or a reward for any act or failure to act connected to the performance of this Agreement and the arrangement of Assignment nor act in a manner a reasonable person would otherwise consider to be unethical, illegal or improper. Temporary Worker agrees to notify Employment Business immediately in writing if, at any time, with respect to the subject matter hereof, s/he receives demands for illegal payments from other third parties.
- 16.7. For the purposes of this Agreement, Employment Business is acting as an employment business as defined within the Conduct Regulations; save where a permanent placement results, in which case Employment Business will be acting as an employment agency as defined within the Conduct Regulations.
- 16.8. Temporary Worker has not relied on any representations made by Employment Business that are not set out in this Agreement.
- 16.9. Temporary Worker shall not assign, transfer, charge or otherwise deal with its rights or obligations under this Agreement, or attempt to do any such things, without the prior written consent of Employment Business (such consent not to be unreasonably withheld).
- 16.10. Except as otherwise provided in this Agreement, each Party shall pay its own expenses incurred in performing its obligations and complying with the terms of this Agreement.
- 16.11. Clauses intended to have effect following termination shall survive termination.

17. Governing Law and Jurisdiction

- 17.1. This Agreement will be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement will be subject to the exclusive jurisdiction of the courts of England.

18. Execution

- 18.1 By executing this Agreement, Temporary Worker unequivocally agrees to the terms without exception, alteration or modification. Both Parties confirm that electronic signatures via DocuSign are permitted and that the Parties intentions are that it will have the same legal effect as a manuscript signature.

Assignment Schedule

This Assignment Schedule is subject to and forms part of the Agreement For Temps PAYE ("Agreement").

Client Information	
Client company name	
Location/s where Services are to be delivered	
Client hiring/line manager	
Contact Number for Client hiring/line manager	
Temporary Worker's Services Information	
Name of Temporary Worker	
Description of the Services	
Status of AWR Qualifying Period at start of Assignment	
Start of Assignment	
End of Assignment	
Mandatory qualifications experience, training, professional body authorisations	
Specific hours/days/time keeping requirements	
Notice period for Temporary Worker to terminate Assignment	
Notice period for Employment Business to terminate Assignment	
Remuneration Information	
Hourly / Daily rate – standard hours	£xxx per working hour/day
Paid Annual Leave	£xxx per working hour/day
Hourly rate – non-standard hours	
Call-out / additional remuneration / expenses/benefits	
AWR adjustment	
Health and safety requirements	

ON BEHALF OF LSP Renewables Limited

ON BEHALF OF Temporary Worker

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____