

Terms of Engagement for Temporary Workers Engaged Through an Umbrella Company

BETWEEN

- (1) **Parker Rae TA Riley Personnel LTD**, a company incorporated in England and Wales under company number 15787238 and whose registered office is at Weston Business Centre, Parsonage Rd, Takeley, Bishop's Stortford CM22 6PU, ("Employment Business"); and
- (2) **Temporary Worker** as set out in the Assignment Schedule.

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. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and all subordinate legislation including all instruments, orders or regulations made under or deriving validity from a statute or provision.
- 1.3. A reference to writing or written includes fax and email.
- 1.4. Headings contained in this Agreement are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 1.5. In this Agreement -

"**Agreement**" means these terms and conditions together with the Assignment Schedule;

"**Assignment**" means the period during which Temporary Worker is engaged on a temporary basis to provide Services;

"**Assignment Schedule**" means the schedule 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 and includes 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) and references to a particular Regulation are references contained therein;

"**Data Controller**" means "controller" in accordance with the Data Protection Legislation;

"**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 UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) ("UK GDPR");
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);
- (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;

"**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;

"**Privacy Notice**" means the document provided by Employment Business to Temporary Worker relating to privacy of Temporary Worker's Personal Data;

"**Process**" means as set out in, and will be interpreted in accordance with Data Protection Legislation and "**Processed**" and "**Processing**" will be construed accordingly;

"**Force Majeure**" means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected, including strikes, lockouts or other industrial disputes;

"Qualifying Period" means 12 continuous Calendar Weeks, as defined within regulation 7 of the AWR 2010, subject to regulations 8 and 9 of the AWR 2010;

"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;

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

"Temporary Worker" means the individual named in the Assignment Schedule who is supplied to the Client by the Employment Business and who is employed by, contracted through, and remunerated by an Umbrella Company approved by the Employment Business.

"Umbrella Company" means the company engaged by the Temporary Worker to provide payroll and employment services and which is responsible for the payment of wages, operation of PAYE, National Insurance Contributions, pension obligations, statutory payments and all other employment-related obligations in respect of the Temporary Worker.

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. The Temporary Worker acknowledges and agrees that:
 - 2.3.1 They are not employed by the Employment Business.
 - 2.3.2 Any employment relationship shall exist solely between the Temporary Worker and the Umbrella Company.
 - 2.3.3 The Employment Business acts solely as an intermediary introducing the Temporary Worker to Clients and arranging Assignments.
 - 2.3.4 Nothing in this Agreement shall create a contract of employment between the Employment Business and the Temporary Worker.

- 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. Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 10, 11, 14, 15 and 15.4 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. they are 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. they have been arrested or accused of a criminal offence;

- 4.1.2. their health changes in such a way as to affect his/her suitability to work; or
 - 4.1.3. any information they have provided (or provide 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 their 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 their duties under the Assignment in which event any such item will belong to Client;
 - 4.2.5. if they are unable (or unwilling for any reason) to perform the work during the course of an Assignment, that they will inform Employment Business by no later than 7.30am;
 - 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 they may not be suitable for an Assignment, then they 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 their 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; and
 - 4.2.10. to promptly inform Employment Business where they have a concern or an issue relating to the Assignment, Client, Employment Business or the AWR.
- 4.3. For the purposes of this Agreement and the Assignment, Temporary Worker warrants that-
- 4.3.1. they have 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. they have 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. they are willing to undertake the work with Client;
 - 4.3.4. all information and statements provided, whether oral or written, by them in relation to the Assignment including (but not limited to) in respect of clause 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. they are not prevented by any other agreement, arrangement, 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;
 - 4.3.7. they possess valid and subsisting leave to enter, live, work and remain lawfully in the UK for the duration of the Assignment and are 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. they do not possess any criminal convictions that may reasonably affect the decision of Employment Business or Client to offer any Assignment under this Agreement; and
 - 4.3.9. they have not relied on any representations by Employment Business or Client made prior this Agreement, other than as set out under this Agreement.
- 5. Time Recording (Timesheets)**
- 5.1. Temporary Worker will deliver to Employment Business a timesheet duly completed (correctly and legibly) to indicate the number of hours worked during each week signed by an authorised representative of Client.
 - 5.2. The timesheet should be submitted to Employment Business no later than at the end of each week by 10 am.
 - 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 acknowledges that failure to deliver and obtain Client's signature on timesheets may delay payment whilst Employment Business obtains confirmation that the hours claimed are true and accurate.
 - 5.5. Temporary Worker will inform Employment Business immediately if they are experiencing any problems (or anticipate such) which may delay the delivery of timesheets to Employment Business in accordance with the requirements in clauses 5.1 and 5.2 above.
 - 5.6. The Temporary Worker acknowledges that payment by the Umbrella Company may be dependent upon the submission and verification of timesheets in accordance with this

Agreement and any procedures required by the Umbrella Company.

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) a 17 week period, or (b) where it has been less than 17 weeks since the Assignment commenced then over the period since the Assignment commenced until the Temporary Worker has been engaged on the Assignment for 17 weeks, 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 four (4) weeks' 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 they are 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 at their own expense to Employment Business or Client (as directed) all property of Employment Business, Client (and Client's customer where applicable) including, but not limited to, all equipment, documents (including copies) and other such materials, security passes, electronic storage devices, laptop or computer equipment 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. The Employment Business shall pay the agreed assignment charge rate to the Umbrella Company in accordance with the commercial arrangements between the Employment Business and the Umbrella Company.
- 7.2. The Umbrella Company shall be solely responsible for:

- (a) payment of remuneration to the Temporary Worker;
- (b) operation of PAYE and deduction of Income Tax and National Insurance Contributions;
- (c) administration of pension auto-enrolment obligations;
- (d) administration and payment of statutory sick pay, statutory maternity pay and any other statutory payments;
- (e) administration and payment of holiday pay;
- (f) compliance with all applicable employment and tax legislation.

- 7.3. The Employment Business shall have no liability whatsoever in relation to any payment due to the Temporary Worker by the Umbrella Company.
- 7.4. The Temporary Worker acknowledges that any queries regarding payslips, deductions, holiday pay, pension contributions or statutory payments must be directed to the Umbrella Company.
- 7.5. Nothing in this Agreement shall oblige the Employment Business to make any payment directly to the Temporary Worker.

8. Statutory Leave

- 8.1. The Temporary Worker acknowledges that holiday entitlement, holiday pay and any associated statutory entitlements shall be administered by the Umbrella Company.
- 8.2. The Umbrella Company shall be responsible for ensuring compliance with the Working Time Regulations 1998 and all applicable employment legislation relating to holiday entitlement.
- 8.3. Any queries relating to holiday accrual, holiday payments or statutory leave shall be directed to the Umbrella Company.

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 by providing the period of notice set out in the Assignment Schedule.
- 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, 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, 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, acts of indecency or sexual harassment; (c) fraudulent activity of any kind; or (d) failure to follow the reasonable direction of Client;
- 9.4.7. Temporary Worker is guilty of any fraud, dishonesty or serious misconduct; or
- 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.]
- 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 their availability for work for a period of four weeks, Employment Business will forward their P45 to their last known address.

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.
- 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 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 11.4, 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 Client's customer 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. 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.

11.4. 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.

11.5. The provisions of this clause 11 will survive the termination, for whatever reason, of the Assignment and of this Agreement, for a period of two 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 the Temporary Worker may be shared with the Umbrella Company, Client and any intermediary involved in the supply chain for the purpose of facilitating the Assignment and complying with legal and contractual obligations;

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 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 Privacy Notice and Data Protection Legislation; and

12.1.4. that in providing Services, Client and/or Employment Business, or anyone processing data on behalf of Client and/or Employment Business, 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 Privacy Notice and 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 relating to privacy and data protection in connection with this Agreement;

12.3.3. provide reasonable assistance to Employment Business and/or Client when required in order to help Employment Business or Client 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 facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement.

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

13.2.1. if sent by facsimile or 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 facsimile or 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 5:00 p.m. on a business day or in any other case at 10:00 a.m. 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. 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.

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. 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.

17. Governing Law and Jurisdiction

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

