

CANDIDATE AGREEMENT FULL TERMS

We are Appointments Bi-Language Ltd (“ABL”) of 143 Long Acre, London, England, United Kingdom, WC2E 9AD] and “we”, “us”, “our” and “ours” refers to ABL and all branch offices of ABL. ABL, for the purposes of this agreement, includes any subsidiary or associated company (as defined by s.736 Companies Act 1985) of ABL.

You are

and “you” and “your” refers to you.

definitions and meanings

- A Agency** - an Agency as defined in the Regulations
- B Agency Work** - work under which you are, or are proposed to be, employed under a contract direct with a Client
- C Candidate** - a person seeking to use our services for locating work
- D Candidate Database** - our register of Candidates, which may include your personal details
- E Client** - a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in employing you, or does employ you, or who may wish to utilise your services in any way
- F Employment** - for the purposes of this agreement only, an engagement under a contract of service or contract for services and “employ”, “employing” and “employed” shall have commensurate meaning
- G Regulations** - the Conduct of Employment Agencies and Employment Businesses Regulations 2003
- H Relative** - someone related to you, your spouse (including by definition a live in partner) or former spouse, being (a) father, mother, stepfather, stepmother, son, daughter, stepson, stepdaughter, grandmother, grandfather, grandson or granddaughter, (b) brother, sister, uncle, aunt, niece or nephew (whether of the full blood or of the half blood or by affinity)
- I Services** - our services as set out in the Terms and Conditions
- J Temporary Assignment** - work where you are engaged under a contract to work for us and we supply you to a Client to work under the control of the Client and which is subject to the Temporary Assignment Terms
- K Temporary Assignment Terms** - those terms set out in Schedules 1 and 3, that are applicable only to Temporary Assignments during any Period of Temporary Assignment, being terms which do not form part of the terms relating to our service as an Agency
- L Period of Temporary Assignment** - the period during which you provide services to us under a Temporary Assignment whether or not the contractual period for the Temporary Assignment provides for a longer or shorter period
- M Minimum Rate** - £ per hour, being the minimum hourly rate of pay we reasonably expect to pay you in the event of a Temporary Assignment
- N Proposal** - a proposal from us to you for temporary work comprising the information set out in Schedule 4
- O Terms and Conditions** - the terms and conditions (below and on the following pages) which are subject to the definitions and meanings in this section
- P Work Types** - the types of work we will seek to find for you, as set out in Appendix 1, or such other work that we may from time to time consider may be of interest to you
- Q Special Terms** - those terms, if any, set out in Schedule 2.

WHEREAS

- (1) We are in the business of providing services to locate work for Candidates registered on our Candidate Database and introducing Candidates to our Clients with a view to Employment by a Client.
- (2) You are seeking work, have provided us with your details to be registered on our Candidate Database, and have asked us to locate work for you.
- (3) We are prepared to provide work-finding services on the Terms and Conditions, which you wish to accept.

NOW IT IS AGREED

In consideration of the mutual obligations set out in the Terms and Conditions we shall provide the Services and you accept the Services on the Terms and Conditions which you acknowledge you have fully read and understood. You may confirm your acceptance of these terms by signing the same below, or orally, by email or by fax or by a request by you for us to provide Services to you at any time after you have received these terms. Your acceptance is deemed to be acceptance of the terms set out in this agreement and all of the Schedules including Schedule 3, but your agreement to opt out of the 48 hour limit under the Working Time Regulations as expressed in Schedule 3 must be confirmed to us in writing if the limit is not to apply.

Date: Signed for and on behalf of ABL	Print name (Candidate) Signed by (Candidate)
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TERMS AND CONDITIONS

work-finding service

- 1 We shall provide a work-finding service to you, which we agree to provide free of charge, as follows:
- (a) we may whilst your details are registered on the Candidate Database from time to time and at our sole discretion search for opportunities for you to become employed by a Client who requires work of the type and nature set out in the Work Types and when we consider we have found an opportunity that may be suitable we may inform you of this opportunity
 - (b) we may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed
 - (c) should a Client wish to employ you for any work not within the Work Types we may inform you of such opportunity and the terms proposed
 - (d) in providing the service set out in this clause 1 we are operating as an Agency except, and save to the extent, as set out in clause 6.

other services and temporary work

- 2 If we offer any other service in respect of which Special Terms are set out we shall provide that service in good faith and shall comply with our obligations as set out in the Special Terms.
- 3 If you wish us to find temporary work for you, we may do so subject to clause 6.

your obligations

- 4 In consideration of our agreement to maintain your registration on our Candidate Database and to provide a work-finding service as set out in clause 1 you
- (a) shall provide us with a full and accurate curriculum vitae if you have not already done so, and, if we shall request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you
 - (b) shall provide us with any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health or ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions), together with details of any periods of sickness you may have taken during the year preceding the date of this agreement and whether such sickness or any matter relating to it may in your proper opinion be likely to reoccur
 - (c) consent to our use of all information and documents we obtain, either from you or from any other party relating to you, for the purpose of locating work for you, including the provision of such information and documentation to a Client, but you may withdraw this consent by notice in writing to us at any time and thereafter we shall only provide such information and documents where required by law
 - (d) agree that clause 4(c) shall apply to information received by us both before and after commencement of your Employment with a Client
 - (e) shall keep us updated with any information we reasonably request whilst we maintain your registration on our Candidate Database, at all times act in good faith towards us and a Client, and advise us if you wish your registration on our Candidate Database to be removed
 - (f) agree that if we should provide you with information containing details of a Client you will inform us promptly if, within 12 months of the provision of that information, you take up Employment, either directly or indirectly, with such Client, or any person connected with the Client, together with details of the Employment (although there is no obligation to disclose the identity of the Client).

your warranties

- 5 You warrant that
- (a) any curriculum vitae and information you provide under clauses 4(a), (b) and (e) is full and accurate in all material respects and that, unless you have already informed us otherwise, you are authorised to provide work services in the United Kingdom and, where appropriate, hold a valid work permit
 - (b) if you have provided us with names of any person from whom we may seek a reference on your behalf, that such person is not a Relative, unless you have otherwise informed us in writing
 - (c) you recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become Employed by such Client, and, whilst we shall endeavour to obtain accurate information from a Client, whether as to a role or the nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee the accuracy of such information.

temporary work

- 6 In the event that we locate work that is or may be temporary our action shall be, and shall be treated by you and us as, a requirement for Agency Work until such time as you have agreed all the terms for a Temporary Assignment and a Temporary Assignment commences, and
- (a) we may offer you temporary work by making a Proposal to you, but we may, without being liable for loss, withdraw a proposal for you to work on a Temporary Assignment at any time before the work starts in each case
 - (b) should you agree to perform temporary work for us, in relation to a Temporary Assignment
 - (i) the terms of the Temporary Assignment during the Period of Temporary Assignment, but not further or otherwise, shall be on such terms and conditions as are set out in the Temporary Assignment Terms and our capacity shall be as described in those terms
 - (ii) following the end of a Period of Temporary Assignment in each case the fact of termination of such Assignment shall constitute the end of the application of the Temporary Assignment Terms, save as otherwise may be provided for within such Terms
 - (iii) during the Period of Temporary Assignment the Temporary Assignment Terms apply exclusively in place of the terms set out herein, and the Temporary Assignment Terms shall be for all purposes a separate agreement contained within this document for convenience only
 - (c) whilst we shall endeavour to achieve the Minimum Rate, we cannot guarantee that we shall be able to do so and accept no liability should we offer you work at a rate of pay that is less than the Minimum Rate whether or not you accept such work.

general

- 7 It is further agreed that
- (a) whilst we shall at all times act in good faith, we may remove your registration from our Candidate Database at any time, and we have no obligation to provide you with information or any service other than as specifically, and to the extent, stated in this agreement or required by law
 - (b) we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you
 - (c) we shall not be liable for any loss or damages
 - (i) arising out of any representation made by a Client to you, or by us to you deriving from inaccurate information provided by a Client to us
 - (ii) for any action, tort or breach of contract by a Client
 - (iii) if work found for you is not suitable
 - (iv) for any failure by us to provide any information or service save to the extent strictly required by law
 - (d) without prejudice to clause 7(c) our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law
 - (e) each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force
 - (f) this agreement will continue until terminated on one week's written notice by one party to the other, save that you may not give notice during any Period of Temporary Assignment unless the Temporary Assignment Terms permit you to do so
 - (g) this agreement is the sole agreement between you and us, supercedes any previous agreement between you and us relating to our services, and may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer
 - (h) the Laws of England govern this agreement and the English Courts have sole jurisdiction.

CANDIDATE AGREEMENT FULL TERMS

SCHEDULE 1 TEMPORARY ASSIGNMENT TERMS

- 1 These Terms, which are subject to the definitions below and definitions C to O inclusive set out in the Principal Agreement, apply exclusively where you are to provide work to a Client on a temporary basis and have agreed to do so, and are effective upon commencement of a Temporary Assignment and not further or otherwise.

definitions and meanings

- A Principal Agreement** - the agreement of which this schedule, comprising a separate agreement, forms part
B These Terms - the terms set out in this schedule
C Contract - the contract set out in Schedule 3 of the Principal Agreement
D Temporary Assignment - includes, for the purposes of These Terms, the terms set out in a Contract.

agreement

- 2 **It is agreed that**
- (a) during the Period of Temporary Assignment we shall operate as an Employment Business
 - (b) the general terms described in the Contract shall be applicable and relate to your services in each Temporary Assignment
 - (c) the specific terms applicable and relating to each Temporary Assignment including identity of the specific Client, rate of pay, location, start date and any other special terms, shall be notified to you by way of Proposal and which shall form part of a Contract
 - (d) in the event that you attend a Contract Site as set out in a Proposal for the purposes of providing work services as requested by us your action in doing so will be and shall constitute your acceptance of the Temporary Assignment
 - (e) in each case where you have agreed to perform a Temporary Assignment we shall both abide by the terms of the Contract and the provisions of clauses 4(b),(c) and (e), 5(a) and (b), 6 and 7 of the Principal Agreement shall apply to These Terms and the Contract as if the same were repeated herein
 - (f) clause 4(c) of the Principal Agreement shall apply to information received by us both before and after commencement of your Temporary Assignment with a Client
 - (g) in respect of the Contract the definitions in Schedule 3 apply in place of any other definitions in this Schedule or the Principal Agreement
 - (h) we undertake to pay you in respect of work done by you whether or not we are paid by the Client
 - (i) the Contract will continue, but only be applicable to specific Temporary Assignments, until terminated in accordance with the provisions of the Contract, and is the sole agreement between you and us relating to temporary work, it supercedes any previous agreement between you and us relating to your services in respect of temporary work, and it may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer.

SCHEDULE 2 SPECIAL TERMS

CANDIDATE AGREEMENT FULL TERMS

SCHEDULE 3 CONTRACT RELATING TO TEMPORARY ASSIGNMENTS

The following terms apply to each Assignment

- Parties:** The parties to the Agreement
- Agreement:** The Agreement of which this schedule forms part
- Client:** A third party who is specified to be the Client in an Assignment, and references to "Client" shall, for the purposes of clauses 5, 6, 8(b), 10, 11(a), 12, 13(a), 14(a) to (d), 16, 20(a) and (b), and 24(a) include references in the alternative to "End User"
- Client Agreement:** The agreement between us and the Client for the provision of services by you
- Proposal:** A proposal comprising the information set out in Schedule 4 to the Agreement and which, from the date of a Contract, forms part of the Contract
- Contract Site:** The site specified in an Assignment, being the site to which we have been asked by the Client for you to report or provide your services, or such other site of the Client as may be agreed from time to time
- End User:** Any third party for whom, or at whose premises, the Work Services are performed as a result of this Contract
- Assignment:** The arrangement for you to provide work services to a Client of ours, proposed to you by us, and which you have accepted
- Work Services:** Your services agreed to be provided in an Assignment for the Client at the Contract Site for the Assignment Term (subject to termination in accordance with this agreement)
- Assignment Term:** The proposed period for supply of your Work Services as indicated in an Assignment
- Work Time:** The proposed hours during which you are asked to supply of your Work Services as indicated in an Assignment
- Special Terms:** The special terms specified in an Assignment, being arrangements that the Client will wish you to observe during the Assignment
- Pay Rate:** The rate of pay specified in an Assignment
- Holiday Pay:** Such payment as is due to you for annual leave in accordance with the Working Time Regulations
- Expenses:** Such expenses as are authorised in writing by a Client and supported by original vouchers/receipts
- Payment Terms:** << insert >>
- Terms and Conditions:** The terms and conditions (subject to the definitions) in this Schedule.

IT IS AGREED THAT:

- A. This agreement explains the expectations of the Client in each case, the basis upon which you will be paid by us, and records the entire contractual obligation between you and us relating to each Assignment.
- B. You agree to provide your services in accordance with this Contract and a Proposal (as defined in the Agreement)
- C. Your acceptance of a Proposal, if not already provided to us, shall be deemed upon your commencement of an Assignment and the date of the Contract in that respect shall be the date of such commencement in each case.
- D. The arrangements are subject to the Terms and Conditions, which you acknowledge you have fully read and understood.

I accept the terms

.....
Signed by (candidate)

.....
Signed for and on behalf of ABL

.....
Print Name (candidate)

Date _____

OPT OUT 48 HOUR WORKING WEEK AGREEMENT

UNDER REGULATION 5 WORKING TIME REGULATIONS 1998 (as amended) ("WTR")

Note: You are under no obligation to agree to the provisions set out in this section. If you indicate by signing below that you agree to opt out in accordance with this section, this section will then apply. Otherwise the limit set in the WTR shall apply.

Agreement:

The nature of an Assignment may necessitate work in excess of the maximum working time specified in Regulation 4 (1) WTR, namely an average of 48 hours each week calculated over a 17 week reference period. You wish to have the opportunity to provide the Work Services during any excess period required from time to time. Pursuant to Regulation 5 WTR you accordingly agree that the limit specified in Regulation 4 (1) WTR shall not apply and this agreement shall have effect immediately. You may, by giving written notice to us of not less than one month, terminate the agreement recorded in this schedule.

I agree to opt out as stated above

.....
Signed by (candidate) Date _____

CANDIDATE AGREEMENT FULL TERMS

Terms and Conditions (Contract for Temporary Assignment)

acknowledgements

1. You acknowledge that the nature of temporary work is that its continuation is dependant upon the willingness of both you and the Client at any time for such work to continue. Accordingly we may notify you and terminate an Assignment if
 - (a) the Client should advise us at any time, and by any means, that it no longer requires us to supply your services as a temporary agency worker, or
 - (b) we should conclude that the Client may not meet its obligations to us, or that the work you are undertaking, or being asked to undertake, is not suitable for you in our sole opinion, which need not be reasonable.
2. You also acknowledge that, under the arrangements for an Assignment, the Client will be under no obligation to provide you, either directly or through us, with any advance notice of an end to an Assignment, or provide you with any reason for such termination, although it may choose to discuss any reason with you as part of its own policy concerning the handling of temporary personnel. If the Client asks you to leave, it is in your interests to inform us straightaway so that we can verify instructions from the Client to us and ascertain whether there is any prospect of the continuation of the Assignment. Only when we have confirmed to you that the Assignment is at an end is the Assignment terminated, as your contractual relationship concerning continuation of the Assignment is with us and not the Client. If the Assignment specifies that you are entitled to advance notice, we shall give you such notice ourselves.
3. Because part of our obligation, both to you and to the Client, is to monitor the requirement of the Client for your services during an Assignment, we may from time to time check with you as to the progress of the work and to enquire if you find it satisfactory. If you inform us that you are not able to fully progress the work or do not find work satisfactory, for our mutual benefit we may inform the Client and suggest any options that are available including whether changes should be made to assist in progress of the work that will make it more satisfactory to you. If you inform us that you no longer wish to undertake the work we shall inform the Client and negotiate termination of the Assignment.
4. As part of our function under the preceding clause, if the Client requests us to do so, we may advise you of any changes the Client may wish you to make to the manner in which you provide your services or undertake the work, and we may suggest options that are available to you including how best to achieve Client satisfaction.
5. Whilst the Client will expect you to follow its instructions, if you are unclear as to the meaning of such instructions or you have any query relating to the instructions or the way you are being treated by any person employed or engaged by the Client or you are unable to obtain the Client's signature on a timesheet and you notify us of the problem, we may provide you with advice as to the steps to take to clarify the instructions or voice your query. You are under no obligation to follow our advice, which we provide as part of our service to you. If our advice is that we will deal with the issues on your behalf we shall discuss the issues with the Client and provide you with advice as to any further steps you could take in order to overcome the problem that you have indicated to us. NOTE: It is in your interests to notify us of any problems you encounter so that we can provide advice to facilitate the successful continuation of your engagement on the Assignment for your benefit. However we cannot guarantee that our advice will always be to your satisfaction or that any discussion we have with the Client may not affect the continuation of the Assignment.

what the Client will expect you to do when performing an Assignment

6. You acknowledge that, if the Client is to continue to use your services through us under an Assignment, the Client will expect those services to be provided by you on the basis that
 - (a) you undertake your work services professionally, promptly, efficiently and in good faith using your skill and expertise and with due care and to the best standards expected of you during the Work Time until the Assignment is ended
 - (b) the undertaking of work services by you professionally requires that you comply with all applicable health and safety laws and regulations and, to the extent applicable, any statutory requirements relating to the type of work required for the provision of the Work Services
 - (c) as part of your function under the preceding clause, it is your responsibility to ensure your own safety and assess any risks or hazards that may affect your safety and to familiarise yourself with the working conditions and operating requirements at the Client site; this responsibility continues to apply even though the Client may provide you with its own internal policies, rules and regulations relating to safety or for the operation of equipment or machinery or relevant to working conditions, which you should comply with only to the extent that they relate to the proper performance by you of your work services
 - (d) during the Work Time
 - (i) you follow the proper directions and instructions of the Client as to the work to be undertaken by you and allow the Client to exercise day to day control
 - (ii) you will allow the Client to supervise your work to the extent reasonably required to enable the Client to progress its work requirement
 - (iii) you abide by the reasonable rules and regulations that the Client indicates are relevant to external (i.e. non employed) personnel relating to security or operational matters but you will not be expected to follow any internal rules of the Client that relate solely to employees of the Client
 - (iv) if you are intending to be absent for any reason you will, as a matter of professional courtesy, notify the Client as soon as possible of your intention in order to enable the Client to arrange its affairs in your absence
 - (v) if the Assignment sets out any special requirements for the provision of the work services, that you take note of and perform your services in a way that does not conflict with those requirements
 - (e) you will not import any software onto any computer system of the Client without the prior written consent of the Client, or use any email or internet access except with all due care and to the extent authorised in writing by the Client
 - (f) you will not use any facilities provided to you by the Client for any purpose other than is authorised by the Client
 - (g) you will not provide services to any other party that conflict with the best interests of the Client
 - (h) you will not cause any loss or damage to the Client
7. Following your acknowledgment in clause 6, you agree that you are not obliged by contract, either express or implied, to perform your work services in any way other than in good faith and as you consider appropriate. However if you do not provide your services in accordance with the Client's expectations the Client may ask us to terminate an Assignment and you acknowledge that if you have caused any damage to the Client or End User through negligence or otherwise you may be liable for any loss claimed. Nothing in this clause shall affect your separate obligations to us specified in this agreement.

what we ask of you

8. To enable us to provide a continuing and valuable service to you, and to a Client where appropriate, we need information from you at various stages, and you acknowledge that we may not be able to maintain the continuation of any work if you do not provide such information. Accordingly, although you are not under any obligation to us, we ask that you
 - (a) let us know immediately if you do not consider the work suitable for you, in which event we will, if possible, discuss the matter with you and the Client's representative
 - (b) let us know if you have any reason to believe that the Client will not sign any timesheet in respect of your work, with any reasons for your belief
 - (c) let us know immediately if you are likely to be absent from work for any reason during an Assignment, and if you are proposing to take a holiday, let us know in advance by completing our standard leave notification form as far in advance as is possible
 - (d) do not take any holiday during the first 21 days of commencement of an Assignment
 - (e) let us know if you no longer wish to continue working under an Assignment, or if you are unlikely to be available for work for any period.

contract for services

9. From the commencement date of an Assignment for the period of the Assignment you shall, as a self-employed worker engaged by us for the purpose of supplying your services to the Client, undertake the Work Services, but not so that any of the provisions in this agreement, other than under this clause and clauses 10 to 15, impose any obligation upon you unless expressly stated to the contrary.

CANDIDATE AGREEMENT FULL TERMS

10. The engagement recorded in the previous clause is under a contract for services, between you and us, and for the avoidance of doubt we are not your employer nor are you our employee under any contract of employment. 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 us as if we were your employer is excluded. Specifically you do not have our authority to submit to any terms requested by a Client other than such that are stated as Special Terms ancillary to an Assignment, but the performance by you of any Special Terms is in accordance with the recognition expressed in clause 6 and not pursuant to any specific obligation to us or the Client.
11. You agree specifically that you will not hold yourself out to any party that
 - (a) you are an employee of ours or a Client, or
 - (b) that you are authorised by us to agree to any terms on our behalf at any time.
12. You further agree that
 - (a) you shall not submit to the control of a Client to the extent that you consider that you have a direct contractual obligation with that Client, and
 - (b) you are not under our control, and
 - (c) you will at the end of each Assignment return to the Client any materials, documents or equipment of the Client which you have, or have had in your possession
 - (d) if there is an Insurance Requirement set out in a Proposal you must obtain insurance to the level required and provide us with evidence upon request.

warranties by you

13. You warrant that, and this warranty is renewed on commencement of each Assignment
 - (a) an adequate description of the services required to enable you to provide the Work Services has been given to you before the Assignment and, if you have been provided with a specification of work by the Client, you have the skill and expertise to meet such specification
 - (b) you recognise that there is no obligation upon us to provide any work to you, nor are you obliged to undertake any work other than under an Assignment, and this agreement is a commercial contract for services
 - (c) you are not our employee
 - (d) we have no obligation to provide you with information or any service other than as specifically, and to the extent, stated in this agreement or required by statute
 - (e) you recognise that we are entitled to charge a fee to each Client for the supply of your services and/or your introduction to the relevant Client or End User
 - (f) you acknowledge that in locating temporary work for you, and in agreeing to assist you as set out in clauses 2 to 5, we are providing you with a valuable service to enable you to obtain and continue with temporary work.

what you must not do

14. You agree that the arrangements recorded in this agreement between you and us reflect commercial terms, and that we have arrangements in place with each Client which entitle us to fees, and/or oblige us to protect the interests of the Client. Accordingly, and in consideration of our services to you, you agree you shall not
 - (a) during, or after, an Assignment divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs, business or business method of us or the Client, or information received from us or the Client, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
 - (b) during, or after, an Assignment discuss with the Client either your rates of pay, or any other terms of your engagement, with us other than strictly as required for the proper objectives of the Work Services
 - (c) during an Assignment act in conflict with the best interests of a Client
 - (d) cause any damage or loss to any Client.

payment

15. Our arrangements with the Client require that normally we cannot invoice the Client for our fees in respect of work done by you unless we provide to the Client copies of timesheets recording hours actually worked and verified and signed by an authorised representative of the Client or End User ("Signed Timesheets"). Further as you are paid for time worked we cannot pay you unless we have a record of time spent. Accordingly you shall keep records of the hours you have worked and provide us with Signed Timesheets promptly.
16. If the Client shall refuse to sign or verify a timesheet, and you provide the timesheet to us properly recording hours that you have worked together with a full and satisfactory explanation of the circumstances relating to the failure or refusal of the Client to sign or verify the timesheet, and we have no proper reason to believe that you have not worked for the time set out in the timesheet, we shall treat the timesheet as a Signed Timesheet for the purposes of payment to you.
17. You agree and acknowledge that, if you do not submit Signed Timesheets to us promptly during an Assignment, payment to you may be delayed. You also agree that if you should fail to submit a timesheet to us because of your own default within 14 days of the end of the relevant Assignment we may suffer loss as we may be unable to recover sums due to us from the Client. If, as a consequence of your delay and after we have made reasonable efforts to obtain the same, we are unable to recover our fees from the relevant Client, we shall nevertheless pay you but you shall be liable to us for any loss that we suffer, and you authorise us to deduct such loss from any payment due to you. NOTE: YOU SHOULD SEND IN YOUR TIMESHEETS PROMPTLY TO AVOID DELAY IN PAYMENT. YOU MAY SUFFER LOSS IF YOU DO NOT DO SO.
18. Subject to the clauses 15 to 17 we shall pay you in accordance with the Payment Terms
 - (a) based on work performed by you during an Assignment and
 - (b) for time that you take as leave in accordance with your entitlement under the Working Time Regulations 1998 (as amended by the Working Time (Amendment) Regulations 2003) ("WTR")
 - (c) any Expensesbut not further or otherwise except as specifically required by statute.
19. Sums due to you will be calculated at the Pay Rate specified in the Assignment, net of PAYE and employee National Insurance contributions (as required by s.44 Income Tax (Earnings and Pensions) Act 2003) and any other statutory deductions, together with any Expenses. We shall include sums due to you for time that you take as leave as referred to in clause 20(e) with the payment immediately following the time in the month that you take your statutory leave.

specific acknowledgements, absence and holidays

20. You acknowledge and agree that
 - (a) you are not authorised by us to accept any terms which the Client may seek to impose upon you and you will not accept any such terms without notifying us in writing in advance of your intention to do so
 - (b) you are not under any obligation to comply with any terms requested by a Client, but you may choose to do so in order to meet the expectations for your services as set out in clause 6
 - (c) during periods on an Assignment when you are not engaged in providing the Work Services (i) you are not engaged by us, none of these terms except relating to contractual restrictions apply and the operation of this agreement is temporarily suspended; and (ii) you may work for any other person or company, and such periods will not be taken into account in calculating statutory leave entitlement
 - (d) in between Assignments you are not engaged by us under any contract for the provision of services, but the restriction terms of this agreement set out in clauses 14 (a), (b) and (d) shall continue to apply
 - (e) you are entitled to rest breaks and annual leave only in accordance with Working Time Regulations 1998 (as amended)(the "WTR"), and the leave year for the purposes of those regulations commences on the 1st day of January each year
 - (f) bank and public holidays are working days and you are expected to work on these days, although you may take them as part of your leave entitlement

CANDIDATE AGREEMENT FULL TERMS

- (g) leave entitlement unused at the end of the leave year may not be carried over into the next leave year and you will not be entitled to be paid in respect of leave entitlement accrued but not taken during the Assignment Term except as provided for in the WTR upon termination
- (h) your entitlement to Holiday Pay accrues and will be paid to you during any period of statutory leave or upon termination of your engagement with us in accordance with the WTR
- (i) where the proportion of leave taken by you exceeds the proportion to which you are entitled under this agreement, except where you have such an entitlement under the WTR, you shall immediately, if we request you to do so, compensate us by repayment of all sums paid by us in respect of the excess leave including gross pay to you and all National Insurance payments we have paid on the relevant amount save to the extent that we are able to recover the same from any tax authority
- (j) any sums owed by you to us under this agreement, including any excess payment of Holiday Pay over your statutory entitlement, may be deducted from any payment due to you at any time including upon termination of this agreement
- (k) if we notify you of a minor amendment to this agreement such amendment will apply from the date of notification unless you shall within 14 days of receipt of such notification inform us in writing that the amendment is not agreed.

termination and suspension

- 21. Either you or we may terminate this Agreement if the other is in material breach of any of the terms of this Agreement, without prejudice to any claim arising from any such breach, or if the other shall commit an Insolvency Event, namely in the case of us that we become insolvent within the meaning of the Insolvency Act 1986, or in the case of you that you are made bankrupt.
- 22. We may terminate an Assignment with immediate effect regardless of any Assignment Term expressed in an Assignment
 - (a) by informing you if, in our opinion, you fail to provide a full and satisfactory service to the Client, or you are in breach of any provision of this Agreement, or
 - (b) if the Client Agreement is not confirmed before the agreed commencement date of an Assignment or if the Client Agreement is terminated for any reason.
- 23. We may suspend the operation of an Assignment at our sole discretion at any time and for any period upon informing you of suspension.

general

24. It is further agreed that

- (a) the benefit of any work undertaken by you for the Client, including any copyright or intellectual rights of any kind in such work, shall be and remain the property of the Client and you will sign all documents required for verification of such rights as belonging to the Client
- (b) you shall not be entitled to any benefits of any kind, except such as are specifically conferred by this agreement or are strictly imposed by statute
- (c) this Agreement is a temporary work contract for services only, and in particular neither party has any obligation to provide to, or carry out work for the other either during or following completion of an Assignment, save as specified in this contract
- (d) you are not entitled to assign this agreement or subcontract any part of the Work Services to any other party, but we may assign this agreement or any part of our obligation, including payment, under this agreement upon giving notice to you
- (e) each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of the Parties the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions including any such modified hereunder shall continue in force
- (f) clauses intended to have effect following termination shall survive termination
- (g) the provisions of this agreement including this provision are reasonable
- (h) the Laws of England govern this contract and the English Courts have sole jurisdiction.

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SCHEDULE 4 INFORMATION TO BE PROVIDED WITH A PROPOSAL FOR A TEMPORARY ASSIGNMENT

This is the information that sets out our Proposal for you to work on a Temporary Assignment.

We propose that you work on the following basis:

Client: << field >>
of << field >>
Client Contact: << field >>
Tel No: << field >>
Contract Site: << field >>

Work Services: To work as << field >>, or any other work as required by the Client from time to time

Assignment Term: From: << field >> ("Commencement Date")
 To : << field 1 or field 2 >>

Work Time: << field 1 or field 2 >>

[Insurance Requirement: << field >>
Details: << field >>
Cover required: << field >>
Amount: << field >>]

Pay Rate: << field 1 or 1 and 2 or 3 >>
Special Terms: << field >>

Please notify us to confirm your acceptance of this Proposal as soon as possible. Once you have accepted this Proposal you will be required to provide the Services under this Assignment unless the Proposal is cancelled prior to the Commencement Date. This is subject to the terms of our Terms and Conditions, which you confirm you have read and understood. Commencement of the Services for the Client will in any circumstances be deemed to be acceptance of this Proposal.

Issued << field >> Signed for and on behalf of ABL	you can accept by notification or by signing here and returning this copy to us date I accept the above proposal
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