Sellick Partnership
Recruitment Specialists

PERMANENT AND TEMPORARY CANDIDATE AGREEMENT

We are Sellick Partnership Limited of The Tootal Buildings, Broadhurst House, 56 Oxford Street, Manchester, M1 6EU and "we", "us", "our" and "ours" refers to Sellick and all branch offices of Sellick. Sellick, for the purposes of this agreement, includes any subsidiary or associated company (as defined by the Companies Act 2006) of Sellick Partnership (throughout "us" and "ourselves").

You are . . . . . (throughout "you" and "your").

Introduction: We are in the business of providing services to locate work for persons registered on our database of candidates and introducing such candidates to our Clients with a view to direct engagement by a Client. You are seeking work, have provided us with your personal details to be registered on our database of candidates, and have asked us to locate work for you. We are prepared to seek work for you on the basis set out in the Agency Terms or the Temporary Work Terms depending upon your requirements, and you wish to accept our services. The types of work ("Work Types") we shall seek for you are Temporary Work Types.

Agency Terms

1 Whilst your details are registered on our database

(a) we may from time to time and at our sole discretion search for employment opportunities for you, usually within the Work Types, and if we consider any opportunity may be suitable we may inform you of any terms proposed

(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) in providing the service set out in this clause we are operating as an Employment Agency.

2 If you wish us to find temporary work for you, we may do so in accordance with clause 5.

your obligations

3 In consideration of registration of your details on our database, whilst you are so registered, you agree

(a) to provide us with a full and accurate curriculum vitae if you have not already done so, and, if we 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) to provide us with any information we reasonably request and 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) to our retention and use of all information and documents we obtain, either from you or from any other party relating to you, for the purpose of our statutory obligations and for locating work for you, including the provision of such information and documentation to a Client, and relevant use by the Client, but you may withdraw your 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) that clause 3(c) shall apply to information received by us both before and after commencement of any engagement we arrange and you warrant that all information you provide hereunder shall be full and accurate in all material respects

(e) upon request to provide us with names of suitable referees that you warrant are not Relatives as defined by the Regulations

(f) at all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.

general

4 It is further agreed that

(a) whilst we shall at all times act in good faith, we may remove your details from our database at any time

(b) we have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law

(c) 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

(d) you recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavour to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy

(e) we shall not be liable for any loss or damages if work found for you is not suitable, for any action tort or breach of contract by a Client, for any failure by us to provide any information or service, save to the extent strictly required by law or arising out of any representation made by a Client to you, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Client to us

(f) without prejudice to clause 4(e) 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

(g) no provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable

(h) 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

(i) clauses intended to have effect following termination shall survive termination

(j) 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

(k) this agreement is the sole agreement between you and us, supercedes any previous agreement between you and us relating to our services, and you have not relied on any representation made by us that is not set out in this agreement, and this agreement 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

(l) we may assign our rights and obligations under this agreement but you may not do so without our prior written consent

(m) the Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

temporary work

5 If we locate temporary work that may involve our supply of you to a Client, we may offer you such work; if you accept the work offered the terms set out in the Schedule to this agreement apply from the date of your acceptance until the date the work ceases in each and every case; the Schedule is for all purposes a separate agreement contained within this document for convenience only, but is subject to the terms set out in clauses 3 and 4.

definitions and meanings

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

Regulations - The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

AGREEMENT

In consideration of the mutual obligations set out in this agreement you accept and agree the Agency Terms and Temporary Work Terms (overleaf) which you acknowledge you have fully read and understood. Note: You may confirm your acceptance by signing below or by confirming on email. Should you work an assignment at any time after you have received these terms, your engagement shall be deemed to be your acceptance of these terms.

Date:	Where I am to work on a temporary basis I agree to* / I do not agree to* opt-out of the 48 hour limit as set out in the Appendix 1 (*delete as appropriate)
……..	……..
Signed for and on behalf of Sellick Partnership	**Signed by (PRINT NAME):**

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Temporary Work Terms

The Terms in this Schedule apply exclusively where you have agreed to provide work to a Client on a temporary basis by supply through us and are effective upon your acceptance of a Proposal and not further or otherwise.

The minimum rate of pay we reasonably expect to pay you if you agree that we may supply you to a client will be at least that of National Minimum Wage.

Any temporary work will be subject to the terms set out in the Contract and the respective terms of the Proposal we provide to you in each case.

It is agreed that

(a) your acceptance of a Proposal that we offer you shall be your acceptance of the work and the terms set out in the Proposal and your agreement to provide your services for an Assignment subject to and in accordance with the Contract

(b) the Contract 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

(c) the temporary work arrangements are subject to the Contract, which you acknowledge you have fully read and understood

(d) if you attend to perform work as set out in a Proposal requested by us your action in doing so will be and shall constitute your acceptance of that Proposal and the date of the contract in that respect shall be the date of such commencement in each case

(e) for so long as you indicate to us that you do not wish us to seek work for you in accordance with the Agency Agreement our capacity shall be as an Employment Business and for the avoidance of doubt during an Assignment we shall operate as an Employment Business

(f) in each case where you have agreed to perform an Assignment, clauses 3 and 4 of the Agency Terms, with the exception of clause 4(k), shall apply as if the same were repeated herein and in the Contract

(g) the terms of the Contract will continue, but only be applicable to specific Assignments, until terminated in accordance with the provisions of the Contract

(h) the Contract 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, you have not relied on any representations made by us that are not set out in this agreement, and this agreement 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

(i) whilst we shall at all times act in good faith and shall seek more than the minimum rate of pay indicated, we cannot guarantee this and accept no liability if we offer you work which is not more than the National Minimum Wage rate whether or not you accept such work.

definitions and meanings applicable to these Temporary Work Terms

Assignment - the arrangement for you to provide your services to a Client on the terms set out in the relevant Proposal accepted by you and in accordance with the Contract

Contract - the Contract below comprising the definitions and meanings and the Contract Terms

Proposal - an offer to you of temporary work including the identity of the specific Client, rate of pay, location, start date and any other special terms.

Contract

This is the contract that applies to each Assignment and our ongoing relationship and it is agreed that you and we shall comply with the Contract Terms.

definitions and meanings applicable to the Contract

Parties - you and us

Client - a third party who is specified to be the Client in an Assignment and references to the Client shall include references in the alternative to “End User” except where the context so precludes

Client Agreement - the agreement between us and the Client for the provision of services by you

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 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 directed by a Client

Work Services - your services agreed to be provided in an Assignment for the Client or End User at the Contract Site for the Assignment Term

Assignment Term - the proposed period for supply of your Work Services which may be specified in an Assignment, and any agreed extension thereto and which is subject to termination in accordance with the terms herein

Work Time - the proposed hours during which you are asked to supply of your Work Services as indicated in an Assignment and any additional hours that you may agree to provide your services

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 or rates 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 - as agreed by with you by your consultant

Contract Terms - the terms and conditions (subject to the definitions) set out in the document attached headed “Contract for Temporary Assignment”.

Contract for Temporary Assignment

your agreement to provide services

1 Throughout the Assignment Term you agree, as an agency worker engaged by us for the purpose of supplying your services to the Client, to undertake the Work Services, but not so that any of the provisions in this agreement, other than under this clause and clauses 8 to 13, impose any obligation upon you unless expressly stated to the contrary.

Client expectations

2 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 professionally, promptly, efficiently and in good faith using your own 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 standard set out in 2(a) 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

(d) during the Work Time

(i) you follow the proper directions and instructions of the Client as to your work and allow the Client to exercise day to day control

(ii) you will allow the Client to supervise your work to the extent properly required to enable the Client to progress its work requirements

(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 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 progress its work requirements 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 the electronic or computer systems of the Client or End User, or use any email or internet access except with all due care without, and only to the extent authorised by, the prior written consent of the Client or End User as the case may be

(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.

acknowledgements

3 You acknowledge that the nature of temporary work is that its continuation is dependent upon the willingness of both you and the Client at any time; accordingly we may notify you and terminate an Assignment if 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 worker, or if we should conclude that the Client may not meet its obligations to us, or if, in our opinion (which need not be reasonable) the work you are asked to undertake is not suitable for you.

4 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; the Client has no right to terminate the Assignment or obligation to give you any notice; if you are informed of any intention to terminate you must immediately communicate this to us; 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.

5 We may from time to time make enquiries and pass on comments and suggestions as between you, the Client and ourselves with the objective of ensuring the Assignment is being performed on a satisfactory basis for all concerned; we recommend that you raise with us any issues (including failure by the Client to sign a timesheet and treatment of you by others during the Assignment that you may find unacceptable) or questions as to instructions from the Client at the earliest time so that we can make the necessary enquiries and advise as we deem appropriate; we shall do our best to facilitate resolution at all times but if you wish to end the work we shall negotiate termination with the Client.

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6 Following your acknowledgments above, you agree that you are not obliged by contract, either express or implied, to perform your work in any way other than in good faith and as you reasonably 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

7 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 let us know

(a) 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

(b) 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) 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 and your timesheet authoriser know in advance, in writing, as far in advance as is possible

(d) 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

8 This contract is a contract for services 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 recognitions expressed herein and not pursuant to any specific obligation to us or the Client.

9 You agree specifically that you will not hold yourself out to any party that you are an employee of ours or a Client, or that you are authorised by us to agree to any terms on our behalf at any time.

10 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 relationship with that Client

(b) you are not under our control

(c) you shall 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, if any items are not returned we reserve the right to deduct the replacement value of the property from your final payment

(d) you shall maintain insurance to the level required, if any, and provide us with evidence of such insurance upon request. If insurance is not required by you for your assignment we shall confirm this to you in writing.

warranties by you

11 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 this agreement is a commercial contract for services and 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

(c) 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

(d) in locating temporary work for you, and in agreeing to assist you as set out herein, we are providing you with a valuable service to enable you to obtain and continue with temporary work and you are not our employee.

what you must not do

12 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) at any time 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) at any time 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) solicit or otherwise seek to induce any other person engaged by us or a Client to terminate his or her arrangement with us or the Client and/or enter into an arrangement with you or any person with whom you are dealing for the purposes of directly or indirectly providing work services to the Client

(d) act in conflict with the best interests of a Client or cause any damage or loss to a Client

(e) take any holiday during the first 21 days of commencement of an Assignment.

payment

13 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 a copy of a timesheet in each case recording hours actually worked and verified and signed by an authorised representative of the Client or End User ("Signed Timesheet"); further as you are paid for time worked we cannot pay you unless we have a record of time spent; accordingly you shall keep accurate records of the hours you have worked in each case and provide us with a Signed Timesheet weekly.

14 If it is not possible for you to obtain a Signed Timesheet, and you provide a timesheet to us properly recording hours that you have worked together with a full and satisfactory explanation to us of the circumstances relating to the failure or refusal of the Client to sign or verify the timesheet we shall treat the timesheet as a Signed Timesheet for the purposes of payment to you.

15 You agree and acknowledge that, if you do not submit a Signed Timesheet 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 40 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. NOTE: YOU SHOULD SEND IN YOUR TIMESHEETS PROMPTLY TO AVOID DELAY IN PAYMENT. YOU MAY SUFFER LOSS IF YOU DO NOT DO SO.

16 Subject to clauses 13 to 15 we shall pay you in accordance with the Payment Terms based on work performed by you during an Assignment, for time that you take as leave entitlement under the Working Time Regulations 1998 as amended ("WTR"), and for any Expenses, but not further or otherwise except as specifically required by statute.

17 Sums due to you will be calculated at the Pay Rate, 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; 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.

18 We undertake to pay you in respect of work done by you whether or not we are paid by the Client.

19 Payments are paid a week in hand on a weekly payroll cycle for all assignments where there is an approved timesheet with accurate hours

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

(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 clause 12 shall continue to apply

(e) you are entitled to rest breaks and annual leave only in accordance with 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 annual leave

(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 or as otherwise agreed by the Parties

(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.

Fees

21 There may be circumstances throughout your assignment a fee is charged for a certain service, you at knowledge the following charges may be deducted from your wage

22 We will provide written warning of the deductions at least one week prior to the fee

23 We may be required to undertake a Criminal Background check as requested by the client your services are being provided to

(a) Criminal Background check fee is payable to our DBS provider Ucheck and not to Sellick Partnership

(b) The service is to check your criminal history inline with DBS legislation

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(c) The whole amount of the DBS check will be deducted from the first pay after the check has been processed, after three months continuous service in the same assignment 50% will be refunded to your pay the next week
(d) You have the right to cancel or withdraw the fee with minimum one week notice and the check will not be processed
24 You can request an advancement payment for your timesheet if you missed the payroll cut off deadline, the request must be made in writing to our payroll team before 12pm on the Friday of the week you missed payment
a) Not all advancements can be processed, you will be informed if we are unable to process an advancement following your request
b) There is a £20 admin fee which is chargeable to the relevant bank and includes an admin fee for Sellick Partnership, this is a non-refundable charge once the request has been processed
c) You have the right to cancel or withdraw the fee this request must be made before 12pm on the Friday of the week you are requesting an advancement for

termination and suspension

25 Either you or we may terminate an Assignment by giving written notice 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.
26 We may terminate an Assignment verbally or in writing with immediate effect regardless of any Assignment Term expressed in an Assignment, without liability and without any notice period payable
(a) if in our opinion, you fail to provide a full and satisfactory service to the Client
(b) if the Client Agreement is not confirmed before the stated commencement date of an Assignment
(c) if the Client Agreement is terminated for any reason
(d) if you are in breach of any obligation under this Contract or the Agency Terms, without prejudice to any claim arising from any such breach
(e) for any other reason that the Agency chooses.
27 You may terminate an Assignment if we are in material breach of any of the terms of this Contract, without prejudice to any claim arising from any such breach, provided that in the case of a breach that can be remedied you first give us written notice of the breach and we have not remedied such breach within 14 days.
28 We may suspend the operation of an Assignment at our sole discretion at any time and for any period upon informing you of suspension.
29 Either you or we may terminate an assignment with written notice for the minimum length of one week

general

30 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) 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 the Temporary Work Terms
(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.

data protection

26 You understand
(a) that for the purposes of the relevant Data Protection Legislation, we are a Data Controller and the Client is a Data Controller but they are not Joint Controllers (as defined in the UK GDPR) unless a specific agreement is made to that effect between those parties;
(b) that in providing Work Services, Personal Data relating to you will be collected by us and passed to the Client (including any intermediary company involved in the supply of Work Services to the Client) in accordance with our Data Processing Notice (https://www.sellickpartnership.co.uk/data-processing-notice);
(c) that in providing Work Services Personal Data relating to you may be collected and Processed in order to comply with our and/or the 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 our Data Processing Notice and Data Protection Legislation; and
(d) that in providing Work Services, the Client and/or ourselves, or anyone processing data on behalf of the Client and/or ourselves, may transfer Personal Data relating to you outside the European Economic Area.
(e) we confirm that any Personal Data relating to you will be used, Processed and recorded in accordance with our Data Processing Notice and Data Protection Legislation for the purpose of fulfilling this Agreement.
27 You agree to
(a) treat any and all Personal Data you obtain or have access to in connection with the Agreement as confidential at all times both during and after this Agreement;
(b) comply with the policies and procedures of ours and of the Client relating to privacy and data protection in connection with this Agreement;
(c) provide reasonable assistance to us and/or the Client when required in order to help us or the 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
(d) promptly notify us on becoming aware of a suspected or actual Personal Data Breach in relation to the Work Services or in connection with this Agreement.
(e) you agree you will not, release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval from us.

Appendix 1

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 in the Agreement signature box 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 Appendix.

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