

Permanent and Temporary Candidate Agreement

We are TPP Recruitment Limited (throughout ‘we’, ‘us’, ‘our’ and ‘ours’) of 1 Vincent Square, London, United Kingdom, SW1P 2PN including, for the purposes of these Terms, our branch offices.

You are name and address provided by you in your TPP registration form (throughout ‘you’ and ‘your’).

Introduction – please read this introduction and the provisions below carefully before accepting this agreement.

We provide services to find work for candidates and where work is found, either introducing the candidate to a client for direct engagement (‘Introduction Service’) or to provide temporary agency worker services (where candidates are supplied or to be supplied to Clients by us) (‘Supply Services’) (together referred to as the ‘Services’).

The terms relating to our Introduction Service are set out in Part 1 of this document (‘Agency Terms’). The terms for our Supply Services are set out in Part 2 (‘Supply Terms’). General provisions and definitions used herein are set out in Parts 3 and 4 respectively.

Where the Supply Terms apply, you may opt out of the maximum 48 hour working week, provided for under the Working Time Regulations 1998 (‘WTR’), by signing the Opt Out in your TPP registration form.

This document sets out the basis upon which we are willing to provide our Services, which we confirm is at no charge to you. Please contact the consultant allocated to you by telephone or by using the email address provided, or use the default email address, being info@tpp.co.uk.

Your provision to us of personal information is your acknowledgement that you have read and understood our Privacy Notice which explains how we process Personal Data and which can be found at www.tpp.co.uk/cookies-privacy.

The types of work (‘Work Types’) we shall seek for you are the types of work as specified by you in your TPP registration form

AGREEMENT AND ACCEPTANCE

In consideration of the mutual obligations set out herein you agree to comply with your obligations and accept our Services on the terms herein (referred to as ‘Agreement’ or ‘Terms’) which you acknowledge **you have fully read and understood**. You may accept this Agreement in the ways listed below and you agree that your acceptance is provided upon the earlier of:

- your oral or written (letter, or email) confirmation to us of your acceptance
- your request for us to find work for you, to register you on our database, or to introduce you to a Client
- the provision by you of any work under a Proposal, and in this case acceptance shall also be of the Proposal, whether or not signed by you

Part 1 - Agency Terms

Section 1 – our introduction services

- 1.0 We shall provide an Introduction Service on the basis set out in these Agency Terms in our capacity as an Employment Agency as defined in the Employment Agencies Act 1973. This Introduction Service is our default service and applies save only to the extent that we provide any other service, for example Supply Services.
- 1.1 We may from time to time search for employment or engagement opportunities for you directly with our clients, usually within the Work Types, and we shall inform you if we have found an opportunity that may at our sole discretion be suitable, which you can consider without any obligation. Should a potential Client wish to engage you for any work that is not within the Work Types, we may advise you accordingly.
- 1.2 Our service may include arranging an interview for you to meet a Client wherever appropriate, and negotiating terms for your employment, but we offer no guarantee that work will be found, that it will be suitable for you or that an opportunity we inform you of will be capable of being progressed. You also recognise that a client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client.
- 1.3 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.
- 1.4 We may also from time to time advise you if temporary supply work is available.

Permanent and Temporary Candidate Agreement

Section 2 – your obligations – information

- 2.0 For the purposes of ensuring your suitability for any particular position and to enable us to meet our regulatory obligations and protect our legitimate interests, you agree
- (a) to provide us with a full and accurate summary of your employment history and evidence of your qualifications and entitlement to work in the United Kingdom
 - (b) to provide us with any information we reasonably request and information relevant to the decision of a Client to engage you
 - (c) upon request to provide us with names and contact details of suitable Referees.
- 2.1 Information referred to in clause 2.0(b) includes
- (a) information that may result in the best interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role, or other matters relating to your ability to perform work efficiently
 - (b) information relating to current charges for criminal offences and undischarged criminal convictions.
- 2.2 You agree to notify us as soon as reasonably practicable of any change in any of the information (without limitation) that you have provided to us at any time.
- 2.3 You also agree to our verification, retention, and use of, all information and documents we obtain (from any source and whether obtained before or after any engagement we arrange) 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.
- 2.4 You warrant that all information you provide hereunder will be full and accurate in all material respects.
- 2.5 Where you are engaged by a Client, whether directly or via a third party of your choice, you acknowledge and agree that you will be responsible for all the contractual arrangements with the Client or any third party and you agree that we are neither involved in making the contractual arrangements nor do we have any role in initiating them.
- 2.6 You agree to act in good faith towards us at all times, and to let us know if you wish us to cease providing our Introduction Service.

Part 2 - Supply Terms

The terms in this Part 2 apply to arrangements for Assignments in respect of which we are acting in our capacity as an Employment Business as defined in the Employment Agencies Act 1973.

Section 3 – proposals

- 3.0 You acknowledge and agree that the terms within this section shall apply in relation to temporary work in respect of which we may send you a Proposal from time to time.
- 3.1 A Proposal shall be either in writing or, if the proposed start date for you to provide your Work Services is immediate and/or we deem it is not reasonably practical for us to send a written Proposal to you before the start date, we may orally communicate the details of the proposed terms of the Proposal to you and forward a written confirmation setting out the terms of the Assignment as soon as it is reasonably practical for us after your work has commenced.
- 3.2 You must notify us promptly of your decision to accept or reject a Proposal. Notification may be oral or written, by letter or email, or by signature of acceptance on a copy of a Proposal, and in any event commencement of work under a Proposal shall be deemed to be your acceptance. Once you have accepted a Proposal we will rely upon your acceptance, but if you should change your mind you should notify us immediately.
- 3.3 Your acceptance of a Proposal will be your acceptance of the work and the terms set out in the Proposal and your agreement to provide your services for an Assignment for the Assignment Term subject to and in accordance with these Terms. Prior to acceptance of a Proposal your status shall be that of a work seeker and save for as agreed in respect of an Assignment you shall not be under any obligation to personally perform any work or services.
- 3.4 Where you have accepted a Proposal

Permanent and Temporary Candidate Agreement

- (a) we shall endeavour to supply you on Assignment to the Client from the Commencement Date but please note that we may withdraw a Proposal at any time prior to commencement of the work offered and we may terminate an Assignment at any time if we are asked by our Client to do so
 - (b) each Assignment shall be considered to be a new engagement and the date of commencement of that engagement shall be as specified in the Proposal.
- 3.5 On or before the time of your acceptance of a Proposal you must inform us whether you have previously worked in any capacity for the Client or End User named in the Proposal, and if you have so worked, provide us with the information as regards that engagement including the dates and reason for termination.

Section 4 – your obligations

- 4.0 You agree to comply with the information requirements set out in Section 2, and to act at all times in good faith towards us and each Client.
- 4.1 If a Proposal requires you to provide insurance cover you must maintain insurance to the level required and provide us with evidence of such insurance upon request.
- 4.2 To enable us to provide a continuing and valuable service to you, and to a Client where appropriate, it is important that you keep us fully informed. Accordingly you should let us know immediately if you
- (a) are not provided with access to suitable facilities and amenities on a Client site to which you feel you should have access or which are available to directly engaged staff undertaking similar roles
 - (b) feel that you are being treated unfairly
 - (c) do not consider the work suitable for you
 - (d) believe any payment we make to you is incorrect
 - (e) consider that we are not meeting our statutory obligations towards you
 - (f) have any complaint about our temporary supply services
 - (g) have any reason to believe that the Client will not sign any timesheet or validate work done
 - (h) no longer wish to continue working under an Assignment for any reason.
- 4.3 If you are likely to be absent from work due to illness or incapacity you should inform us at the earliest opportunity. This normally means no later than 1 hour prior to any agreed time for commencement of work save in exceptional circumstances. If you are proposing to take a holiday, you should inform us and comply with our leave booking procedure as far in advance as is possible.

Section 5 – clients - expectations and obligations

- 5.0 You acknowledge that the Client will expect your services to be provided on the basis set out within this section.
- 5.1 You undertake your work professionally, promptly, efficiently and in good faith using your own expertise and with due care and skill to the best standards expected of you during the Assignment until the work is complete or the Assignment is ended.
- 5.2 The standard set out in Clause 5.1 requires that you comply with all applicable health and safety laws and regulations and, to the extent applicable, any statutory requirements relating to the Work Services.
- 5.3 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 Contract 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.
- 5.4 During the Work Time
- (a) you must follow the proper directions and instructions of the Client as to your work and allow the Client to exercise day to day control
 - (b) you will allow the Client to supervise your work to the extent properly required to enable the Client to progress its work requirements

Permanent and Temporary Candidate Agreement

- (c) you must abide by the Client's rules and regulations 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
 - (d) 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
 - (e) you must take note of special requirements for the provision of the Work Services and perform your services in a way that does not conflict with those requirements.
- 5.5 At the end of each Assignment or immediately on request you must return to the Client any materials, documents or equipment of the Client, or End User's which you have, or have had in your possession.

Section 6 – acknowledgements

- 6.0 We may from time to time make enquiries and pass on comments and suggestions which may help to ensure that the Assignment is being performed on a satisfactory basis for all concerned.
- 6.1 Although an Assignment may refer to an intended Assignment Term and working hours, you acknowledge that this may be subject to variation depending upon the needs of the Client. You shall be notified of any change. Unless expressly specified otherwise, an Assignment will not be subject to a probationary period.
- 6.2 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 although it may choose to discuss any reason with you as part of its own policy concerning the handling of temporary personnel. If you do not provide your services in accordance with the Client's expectations the Client may ask us to terminate an Assignment.
- 6.3 You may discuss any informal grievance or complaint relating to work arrangements under an Assignment with the client's immediate manager or Key Contact. You should raise issues of a more serious or formal nature, including disagreement with any decision made in respect of an Assignment, if the Client indicates that it wishes the Assignment to end, or any matter under this Agreement with our consultant allocated to you or with our Key Contact. You must not raise these with the Client, and you should always provide details. We shall use our reasonable endeavours to facilitate resolution at all times wherever possible.
- 6.4 Nothing in this section shall affect your separate obligations to us specified in these Terms. In particular you acknowledge that if you have caused any damage to us or the Client through negligence or otherwise you may be liable for any loss claimed.

Section 7 – contract for services

- 7.0 You agree to undertake the Work Services throughout each Assignment Term. Your capacity is as a temporary agency worker engaged by us for the purpose of supplying your services to the Client.
- 7.1 The arrangement for an Assignment is a contract for services, we are not your employer, and in providing your work services you are not acting under our direction, supervision or control in any capacity. You agree that you will not allege, seek to maintain, or hold yourself out to any party that you are an employee of ours.
- 7.2 You acknowledge and agree that during periods on an Assignment when you are not at work and in between Assignments
 - (a) you have no obligation to work for us nor do we have any obligation to provide you with work
 - (b) no period of work or obligation may be deemed either in relation to ourselves or a Client
 - (c) you may work for any other person or company
 - (d) the periods will not be taken into account in calculating any statutory entitlement unless otherwise specified by law.
- 7.3 For the avoidance of doubt 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 herein. No contract of employment is expressed or implied by reason of these Terms or any terms ancillary to these Terms and any implied duty on the part of us as if we were your employer, or on your part as if you were our employee, is excluded.
- 7.4 Whilst you agree to provide your services to the Client, you are not an employee of the Client. You will not submit to the control of a Client to the extent that you consider that you have a direct contractual relationship with that Client, and you must not submit to or agree to any terms requested by a Client save in respect of the work required under an

Permanent and Temporary Candidate Agreement

Assignment save to the extent we authorise. You are not authorised by us to agree to any terms on our behalf at any time.

- 7.5 As you are not an employee of either us or a Client you are not subject to any formal disciplinary rules or procedures.
- 7.6 You agree to co-operate fully with us and any Client in relation to any investigation related to an Assignment or our contract with you. This could relate to the provision of Work Services, your status, payments made to you, information you have provided or any matter relevant to compliance with our statutory or contractual obligations.

Section 8 – your warranties and undertakings

- 8.0 You warrant that you have complied with clause 2.0 and you undertake to notify us immediately if any information you have provided is no longer accurate.
- 8.1 You warrant and undertake, and agree that the warranties and undertakings in this section are renewed on acceptance of each Proposal, that
 - (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 the arrangement hereunder are commercial terms 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.
- 8.2 You warrant that
 - (a) you have not been convicted of any criminal offence relevant to our decision to engage you or the Client's decision to allow you to access its site or systems, information or property for the purposes of supplying the services, nor is any charge pending for such an offence
 - (b) you are authorised to provide work services in the United Kingdom and have any relevant visa or entry clearance documentation.
- 8.3 You undertake to inform us immediately if
 - (a) you are convicted of a criminal offence referred to in clause 8.2(a)
 - (b) the authority referred to in clause 8.2(b) ceases for any reason including by expiry or withdrawal.

Section 9 – what you must not do

- 9.0 You acknowledge that we have commercial arrangements in place with each Client which entitle us to fees, and/or oblige us to protect the interests of the Client. Accordingly you agree you will 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 unless first agreed with us
 - (f) import any software onto the electronic or computer systems of the Client or End User, or use any email or internet access without, and only to the extent authorised by, the prior written consent of the Client or End User as the case may be
 - (g) use any facilities provided to you by the Client for any purpose other than is authorised by the Client.
 - (h) during an Assignment engage in work for any third party capable of being in conflict with the best interests of us or the Client.
- 9.1 You acknowledge and agree that bribery is a serious criminal offence. Accordingly you must not do anything that may be construed or perceived by us as bribery, whether intended for our or your own advantage of any kind. Without

Permanent and Temporary Candidate Agreement

prejudice to any other remedy available to us, breach of this provision shall entitle us to terminate any Assignment and our Services to you immediately without notice.

Section 10 – payment

- 10.0 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 evidence recording hours actually worked and verified 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 from you of the actual time that you have worked. Accordingly you must keep weekly written records of relevant time spent on work for the Client, and, subject to clause 10.2, at the end of each week have such records agreed and verified by a person authorised by the Client and provide the same to us.
- 10.1 If it is not possible for you to obtain a Signed Timesheet, and you provide a timesheet to us correctly 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, subject to our reasonable verification that such hours have been worked by you, treat the timesheet as a Signed Timesheet for the purposes of payment to you.
- 10.2 We may agree an alternative methodology for capturing and providing your work records (for example by upload to a website), and in that event you agree to comply with the alternative method.
- 10.3 You agree and acknowledge that, if you do not promptly submit a Signed Timesheet or comply with any alternative agreed methodology, payment to you may be delayed. You also agree that if you should fail to comply with the requirement in this section 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 will be liable to us for any loss that we suffer. **YOU SHOULD SEND IN YOUR TIMESHEETS PROMPTLY TO AVOID DELAY IN PAYMENT. YOU MAY SUFFER LOSS IF YOU DO NOT DO SO.**
- 10.4 Save as otherwise set out within this section, we shall pay you based on work performed by you during an Assignment, for Holiday Pay, Statutory Pay and for Expenses, but not further or otherwise, except as required by statute. For the purposes of calculating your entitlement to statutory sick pay 'qualifying days' are Working Days which it has been agreed for part of the Work Time.
- 10.5 Sums due to you will be calculated at the Pay Rate subject to statutory deductions and unless specified otherwise in an Assignment paid in sterling. We shall pay you in accordance with the Payment terms and we shall include sums due to you as Statutory Pay with the payment immediately following the time in the month that you take your statutory leave.
- 10.6 Any sums owed by you to us, 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 these Terms or an Assignment.
- 10.7 We undertake to pay you in respect of work done by you whether or not we are paid by the Client.
- 10.8 If statutory criteria apply you will be automatically enrolled into a pension scheme as required by law.
- 10.9 You shall not be entitled to any benefits, nor payment for any period in which services are not provided save for any applicable Statutory Pay or as otherwise set out herein.

Section 11 – absence, breaks and holidays

- 11.0 Save to the extent that the AWR entitles you to additional rest breaks or leave you are entitled to rest breaks and annual leave only in accordance with the WTR, subject to the following:
- (a) leave entitlement is 5.6 weeks for a complete leave year, subject to a maximum of 28 days
 - (b) our leave year for the purposes of the WTR commences on the 1st day of January each year
 - (c) where an Assignment commences or ends part way through a leave year, entitlement shall be calculated on a pro rata basis in respect of the proportion of the leave year worked
 - (d) bank and public holidays are working days and you are expected to work on these days, although you may request to take them as part of your annual leave

Permanent and Temporary Candidate Agreement

- (e) 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.
- 11.1 Your entitlement to leave and Holiday Pay accrues during an Assignment and in accordance with the WTR. Payment is due during any period of leave entitlement taken or upon termination of the Assignment.
- 11.2 Where the proportion of leave taken by you exceeds the proportion to which you are entitled, you will 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.

Section 12 – termination and suspension of Assignment

- 12.0 Either you or we may terminate an Assignment on or after the Commencement Date upon giving to the other notice in writing of not less than the Notice to Terminate.
- 12.1 We may terminate an Assignment with immediate effect regardless of any Assignment Term expressed in an Assignment and without liability
 - (a) if we give notice to that effect in the event that you fail to provide information or acceptable references requested prior to the Commencement Date, within 10 working days of the Commencement Date, or in our opinion, you fail to provide a full and satisfactory service to the Client
 - (b) if the Client Agreement is rejected by the Client prior to the Commencement Date, or is terminated for any reason, or if in our sole opinion (which need not be reasonable) we consider that you or the Client may not be able to or willing to perform your or its respective obligations to us, or that the work you are undertaking or being asked to undertake is not suitable for you, and we shall thereafter notify you verbally or otherwise of such termination
 - (c) if you are in breach of any obligation, condition, warranty or undertaking under the Supply Terms, without prejudice to any claim arising from any such breach
 - (d) we form the opinion that the continuation of the Assignment may be detrimental to you, our organisation, or the Client including but not limited to detriment arising from reputational damage.
 - (e) you are made bankrupt.
- 12.2 Without prejudice to any claim you may have, you may terminate an Assignment on giving us notice to that effect if
 - (a) we are in material breach of any of the terms of the Supply Terms, provided that where remediable you first give us written notice of the breach and we have not remedied it within 14 days of such notice
 - (b) we become insolvent within the meaning of the Insolvency Act 1986.
- 12.3 We may suspend the operation of an Assignment at our sole discretion at any time and for any period of up to 14 working days upon informing you of suspension.

Section 13 – rights and miscellaneous

- 13.0 The benefit of the work under an Assignment, including any copyright or intellectual rights of any kind in such work, shall respectively be and remain the Client's property save only to the extent that rights existing in the method, technique and know how you use shall remain your property. You agree to sign any document reasonably requested by us or the Client to establish rights belonging to the Client in accordance with this Section.
- 13.1 The Client has the benefit of your obligations in relation to the Client herein and may enforce the provisions in accordance with the Contracts (Rights of Third Parties) Act 1999. Accordingly, you may be liable for any loss claimed where you are in breach of those obligations or if you have caused any damage to us or a Client through negligence or in breach of duty or otherwise to the Client. Nothing in this Section shall affect your separate obligations to us specified in these Terms.
- 13.2 You have the benefit of any provision in the Client Agreement relevant to the Client's obligations directly to you, for example to comply with statutory obligations where they apply, but not further or otherwise. Specifically you have no entitlement to payment from a Client in respect of the Services which we shall pay in accordance with the provisions herein. As your interests against a Client are protected by third party rights you shall not be entitled to pursue any claim against us in that respect.

Permanent and Temporary Candidate Agreement

13.3 Other than for third party rights expressly conferred herein, the Contracts (Rights of Third Parties) Act 1999 is excluded.

Part 3 - General Provisions

The terms in this Part 3 apply to all parts of this Agreement.

Section 14 – liability

- 14.0 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.
- 14.1 We do not accept liability if we do not locate work for you or for any failure by us to provide any information or service (save to the extent strictly required by law). Your agreement to an Assignment is confirmation that you are satisfied that the work is suitable for you. Accordingly we shall not be liable for any loss or damages if work found for you is not suitable or arising out of any misdescription or representation (including any misrepresentation or mistake) made by us or a Client or by us to you in good faith deriving from inaccurate or incomplete information provided by a Client to us.
- 14.2 In the case of our Supply Services, whilst we shall always seek the best rate, subject to our statutory obligations we cannot guarantee that the rate of pay will not be less than the Minimum Rate and accept no liability if we offer you work at a lower rate whether or not you accept such work.
- 14.3 We shall not be liable for any loss other than in respect of our own breach of contract, (unless expressly provided for by statute) this exclusion includes claims arising from
- (a) any action, inaction, tort or breach of contract by a Client, or any representation including any mistake or misrepresentation made by a Client to you or us
 - (b) if work found for you is not suitable or for any failure by us to provide any information or service save to the extent strictly required by these Terms or by law.
- 14.4 Without prejudice to any other provision herein, our liability in any event shall be in respect of direct loss only and is limited to £5,000, except where liability may not be limited by virtue of the law.

Section 15 – general

- 15.0 This Agreement is personal to you and you may not assign it. We may assign or subcontract this Agreement or any part or parts of it and will give you notice in that event.
- 15.1 Please advise us promptly if
- (a) you no longer wish us to provide our Services
 - (b) you wish to stop working under an Assignment, in which event we shall endeavour to make, but with no guarantee, alternative arrangements with the Client.
- 15.2 In the case of your notification under clause 15.1 you should let us know whether you have taken up employment elsewhere, although we do not require you to provide the identity of your employer.
- 15.3 For the avoidance of doubt we are not a legal agent for the Client or for you and neither the Client nor End User is a legal agent for us, for any purpose. If we appoint another party to act as our legal agent we shall inform you.
- 15.4 You accept that we are free to contract with a Client on any terms that we think fit in accordance with our own commercial practice.
- 15.5 The definitions included in the Introduction to these Terms and in Part 4 are incorporated as definitions.
- 15.6 No provision is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination.
- 15.7 You agree all the provisions herein are reasonable.
- 15.8 Save as otherwise provided for herein, you may terminate this Agreement on giving us one week's notice, provided that if given during an Assignment under the Supply Terms, your notice will have the effect of terminating the Agreement at the end of the Assignment.
- 15.9 The following shall have the effect of terminating this Agreement

Permanent and Temporary Candidate Agreement

- (a) our notice to you of cessation of our work finding services, which we may decide to cease at any time for any reason
 - (b) our insolvency pursuant to the Insolvency Act 1986 or
 - (c) your bankruptcy.
- 15.10 Clauses intended to have effect following termination of this Agreement or an Assignment shall survive such termination and shall continue to have effect.
- 15.11 Any notice shall be in writing and sent to the addressee at the last known address by first class post or by email in your case to the address last provided to us for communication and in our case to the email address used by us to communicate with you. Notice shall be deemed to have been received, in the case of post on the postal delivery date following the date of posting, and in the case of email on the date email confirmation of delivery or receipt (whichever is the earlier) is received by the sender.
- 15.12 The definitions and meanings herein apply throughout. Words importing one gender include all other genders and words importing the singular include the plural and vice versa. Each portion of this Agreement, defined by punctuation, paragraphs, sections or numbering, is separate, distinct and severable and to give meaning to the intention herein the Court may modify any portion that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions, including those modified hereunder, shall continue in full force and effect.
- 15.13 Reference to a statute, regulation or statutory provision shall include reference to any amendments, thereto and to any subordinate legislation or modification thereto.
- 15.14 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise shall prevent or restrict the further exercise of that, or any other, right or remedy.
- 15.15 This Agreement comprises the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and you acknowledge that you have not relied on any representations made by us that are not set out herein, or contained in a Proposal.
- 15.16 This Agreement may not be varied except
- (a) by us in providing you with a general amendment notice, which will be deemed to apply unless you notify us in writing that you do not accept the amendments or revision within 7 days of receipt of the notice or revision, or
 - (b) by agreement (whether orally or otherwise) and confirmed in writing signed by an authorised officer of ours, or by inclusion of Special Terms in an Assignment confirmation applicable only to the relevant Assignment.
- 15.17 The Laws of England and Wales govern these Terms and the English Courts have sole jurisdiction.

Part 4 - definitions and meanings

Assignment	the arrangement for you to provide your services temporarily to a Client on the terms set out in the relevant Proposal accepted by you and subject to the Supply Terms
Assignment Term	the 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
AWR	Agency Workers Regulations 2010
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 employs you or may be interested in employing you or who may wish to utilise your services in any way and/or 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
Commencement Date	the date agreed as the start of the Assignment Term
Conduct Regulations	the Conduct of Employment Agencies and Employment Businesses Regulations 2003
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

Permanent and Temporary Candidate Agreement

Data Protection Laws	the EU Regulation 2016/679 (General Data Protection Regulation) and any data protection legislation applicable from time to time in the UK and use herein of 'Personal Data' has the meaning defined therein
End User	any third party for whom, or at whose premises, the Work Services are performed as required by the Client or to whom the Client or any potential client provides information regarding you
Expenses:	such expenses as are authorised in writing by a Client and supported by original vouchers/receipts
Holiday Pay	such payment as is due to you for annual leave as set out herein
Key Contact	the person specified in an Assignment as our key contact for us and, if any, the key contact of a Client
Minimum Rate	the minimum rate of pay we reasonably expect to pay you under an Assignment if you agree that we may supply you to a hirer will be in line with the National Minimum/Living Wage.
Notice to Terminate	the period of notice to be given by you or us to terminate an Assignment, which shall be immediate unless either a greater period is specified in respect of an Assignment, or the Assignment is for a fixed term to which notice is not applicable or the Assignment specifies that notice to terminate may not be given by you
Pay Rate	the rate or rates of pay specified in an Assignment
Payment Terms	weekly
Privacy Notice	our privacy notice which can be found at www.tpp.co.uk/cookies-privacy made pursuant to the Data Protection Laws
Proposal	an offer to you of temporary work comprising the information in the draft form set out in the booking confirmation email sent by our consultant and which, from the date of acceptance by you, comprises an Assignment
Referee	a person who is not a 'Relative' of yours (as defined in the Conduct Regulations)
Special Terms	the special terms specified in an Assignment, being arrangements that the Client will wish you to observe during the Assignment
Statutory Pay	means payment, other than Holiday Pay, for absence to which you have a statutory entitlement, including Statutory Sick Pay, Statutory Maternity Pay, Statutory Paternity Pay, Statutory Shared Parental Pay, Statutory Adoption Pay, Statutory Parental Bereavement Pay
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
Work Time	the hours worked in the performance of the Work Services during an Assignment and any additional hours that you may agree to provide your services
Working Days	those days specified in an Assignment