TERMS OF ENGAGEMENT: PAYE

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This Agreement is made between:

1. the **"Company"**;

Company name:	**Recruitment Specialist Group Ltd** trading as **RS Social Care**
Company number:	**3216930**
A company incorporated in England & Wales	
Registered office address:	**10 Old Bailey, London, EC4M 7NG**
VAT number:	**839 5500 10**

2. and the **"Temporary Worker"**;

Print name: _____

Home address: _____

_____

_____

3. This Agreement is made on: _____

On behalf of the Temporary Worker:

Signature: _____

Position: _____

Date: _____

Please fax or email the signed front sheet only to: fax: 08448 156 130, email: qualified@rssocialcare.com

It is agreed that the Temporary Worker shall provide the Services for the Client in accordance with the terms of this Agreement which is a contract for services.

1. **Definitions and interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means the agreement between the Company and the Temporary Worker comprising the terms set out in this document including the Assignment Schedule.

"Application Documents" means any documentation, application form or other written information provided by the Temporary Worker to the Company about the experience, training, qualifications, authorisations and general suitability of the Temporary Worker for performing the Services.

"Assignment" means the assignment as detailed in the Assignment Schedule.

"Assignment Schedule" means the schedule to this Agreement confirming the details of the assignment in respect of which the Temporary Worker's services are to be engaged or such other similar schedule or details as may be provided to the Temporary Worker.

"AWR" means the Agency Workers Regulations 2010.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Client" means the Client named in the Assignment Schedule.

"Client's Group" means the Client, any body corporate of which the Client is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Client.

"Client's Systems" means Systems made available by the Client to the Temporary Worker for use in relation to the Services.

"Company's Group" means the Company, any body corporate of which the Company is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Company.

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Data Protection Laws" means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.

"Force Majeure" means any cause preventing a party from performing any or all of its obligations under this Agreement which is beyond the reasonable control of the party so affected.

"Good Industry Practice" means the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a suitably skilled and experienced person engaged in the same type of work under the same or similar circumstances, applying the best standards currently generally applied in the relevant industry.

"Losses" means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

"Services" means the services described in the Assignment Schedule.

"Systems" means telecommunications systems, IT systems and security systems.

"Work Results" means any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the Services.

1.2 Each term starting with a capital letter and not defined in clause 1.1 or elsewhere in this Agreement is as defined in the Assignment Schedule.

1.3 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

1.4 Where the context permits, words denoting:

(a) persons shall include bodies corporate and unincorporated associations of persons;

(b) the singular shall include the plural and vice versa; and

(c) one gender shall include any gender.

1.5 The Temporary Worker acknowledges and agrees that the terms of this Agreement shall apply on or before the Start Date and for the term of the Assignment. In the event of any conflict or inconsistency between the Assignment Schedule and the terms in this main agreement the terms of the Assignment Schedule shall take precedence.

1.6 Where the Services are, at the request of the Company or the Client, performed wholly or in material part at the premises and/or for the benefit of an End User then all references in this Agreement to the **"Client"** shall be deemed to include such End User, provided that this clause 1.6 shall be severable and shall not apply to the extent that it would otherwise render any provision of this Agreement void or unenforceable.

2. **Temporary Worker's obligations**

2.1 The Temporary Worker shall:

(a) throughout the term of the Assignment supply the Services in accordance with Good Industry Practice at all times taking responsibility for the way in which the Services are performed;

(b) deliver completed timesheets (in a form approved by the Company) weekly to an authorised representative of the Client for signing or electronic approval and return the same to the Company; and the Temporary Worker:

(i) shall contact the Company immediately if it envisages or is experiencing any problems which may delay or have delayed the delivery of timesheets to the Client in accordance with this clause 2.1(b);

(ii) acknowledges that failure by the Temporary Worker to deliver and return any timesheet may delay payment to the Temporary Worker while the Company makes enquiries to verify the hours worked;

(iii) acknowledges that the Company invests time and resource in obtaining appropriately authorised timesheets from the Client and accordingly the Company reserves the right to withhold 10% of the amount claimed by the Temporary Worker in respect of the hours recorded by him in the timesheet for the relevant period until such time as a complete and accurate timesheet is provided by the Temporary Worker and approved by the Client;

(iv) agrees that failure by the Temporary Worker to deliver and return any timesheet shall constitute a breach of this Agreement entitling the Company to terminate the Agreement and claim damages against the Temporary Worker for any Losses suffered or incurred by the Company; and

(v) confirms that, by signing this Agreement, the Temporary Worker is aware that it could be a criminal offence to falsify any timesheet, for example by claiming that the Services were supplied for hours for which they were not in fact supplied;

(c) provide the Services from the Start Date until the End Date during the hours set out in the Assignment Schedule;

(d) comply with all health and safety, site and security regulations applicable at the Location(s) to the extent that they apply to the type of work required for the provision of the Services;

(e) comply with all the Client's reasonable requirements, regulations, policies and protocols as notified by the Client, and/or the Company from time to time except where such regulations and policies relate solely to employees of the Client;

(f) comply with the Client's IT security policies and protocols when accessing or using the Client's Systems (which it may only do with the consent of the Client);

(g) not engage in any conduct detrimental to the interests of the Company or the Client, including, without limitation, any conduct likely to bring the Company or the Client into disrepute;

(h) give notice as soon as possible to the Company and the Client of any period during which the Temporary Worker will be unavailable or unable to perform the Services provided that giving and receipt of such notice is without prejudice to the Company's rights in relation to the Temporary Worker being strictly obliged to perform the Services save where not fit to do so;

(i) supply to the Company: (i) proof of identification; (ii) 2 references; and (iii) copies of any relevant qualifications or authorisations that the Temporary Worker is required by the Client of by law or any professional body to have in order to provide the Services to the Client; and

(j) indemnify the Company against all Losses incurred by the Company arising out of any wilful, negligent, wrongful or fraudulent act or omission of the Temporary Worker including without being limited to their failure to give notice(s) or perform the obligations in accordance with this Agreement.

3. **Payment of fees**

3.1 Subject to clause 2.1 and subject to the Temporary Worker performing the Services in accordance with this Agreement, the Company shall pay the Temporary Worker fees calculated on the basis of the Payment Rates as set out in the Assignment Schedule, (the **"Fees"**) by BACS transfer in arrears on the next available payroll.

3.2 The Temporary Worker shall only be entitled to receive Fees based on Payment Rates other than the Normal Rate where the Client has authorised the relevant work to be done at such rates.

3.3 The Company will (as required by law) deduct income tax, National Insurance contributions and social security levies (if any) from the Fees and will remit such sums to the appropriate authorities.

3.4 The fee is inclusive of all fees, bonuses, commission, holiday pay or other emoluments referable to the Assignment, whether payable under contract or otherwise, but excluding those payments or rewards as listed in Regulation 6(3) of the AWR.

3.5 The AWR is new legislation and it is difficult to predict how employment tribunals will interpret it. The Company may, in time, have to adapt certain practices in accordance with the way employment tribunals choose to interpret the AWR and how case-law develops and the Temporary Worker hereby agrees to any variations the Company reasonably requires to this contract to reflect such adaptations,

3.6 When breaking down how the Temporary Worker receives its Fee, the Company may be required to not only ensure that the overall Fee that the Temporary Worker receives is not less than a "comparable employee" within the meaning of Regulation 5(4) of the AWR (including any individual working for and under the supervision and direction of the Client and engaged in the same or broadly similar work as the relevant Temporary Worker having regard, where necessary, to whether they have the same level of qualification and skills (**"Deemed Comparator"**), but also that each individual component of Pay (as defined under the AWR) that the Temporary Worker receives is no less than what a Deemed Comparator receives.

3.7 Whilst the Company is confident that the Temporary Worker's Fee covers aggregate pay at a rate that is higher than a Deemed Comparator's aggregate pay, it may not always be clear to the Company how each individual component is paid to the Comparator. However, where it becomes apparent that employment tribunals take the view that each individual component of Pay is to be treated separately and/or the company receives detailed information from the Client or any other person about the individual components of Pay then the Company shall be entitled at any time to reissue the Temporary Worker's payslip, detailing and separating out how much of each component of Pay is paid to the Temporary Worker.

3.8 From time to time, a Deemed Comparator may receive bonuses which fall outside of the AWR's scope. However, the Company's position is that, where this is the case, these bonuses, although they may be performance related bonuses, or not relate to the type of work the Temporary Worker does, or the period of time that the Temporary Worker has worked for (and therefore do not fall under the AWR) will be paid on a contingent basis to the Temporary Worker as if the Temporary Worker was entitled to them. They will be provided to the Temporary Worker on a conditional accelerated benefits basis and will therefore be rolled up within weekly pay.

3.9 The Temporary Worker's right to receive any such bonus (to which it is not entitled to under the AWR) remains conditional (in accordance with clause 3.10 below) for a period of three months from the final date of the Temporary Worker's Assignment.

3.10 Pursuant to Clause 3.8 above, if the Temporary Worker brings a future equal pay claim under the AWR, the Company reserves the right to review whether the Temporary Worker was entitled to any bonuses under the AWR that it has received during the course of its Assignment. Where the Company finds that the Temporary Worker was not entitled to a bonus, the Company reserves the right to either claim the bonus back from the Temporary Worker or set-off the amount of the bonus against any sums the Company may be liable to pay the Temporary Worker in relation to any equal pay claims (to be decided at the sole discretion of the Company).

3.11 The Temporary Worker shall pay, either by deduction from the Fees or any other method acceptable to the Company, for:

(a) any Losses sustained in relation to the property or monies of the Company, the Client, or customer, visitor or employee of the Company or the Client, during the course of the Assignment caused through the Temporary Worker's carelessness, negligence, recklessness or through the Temporary Worker's breach of the Client's rules or any dishonesty on the Temporary Worker's part;

(b) any amounts of remuneration, expenses or any other payments which are overpaid to the Temporary Worker whether made by mistake or through any misrepresentation or otherwise;

(c) (on termination of the Assignment) any holiday pay paid to the Temporary Worker in respect of holiday granted in excess of the Temporary Worker's accrued entitlement; and

(d) any other sums owed to the Company by the Temporary Worker, including, but not limited to, outstanding loans or advances, or relocation expenses.

3.12 The Company shall be entitled to set off against any sum it may be liable to pay the Temporary Worker any sums the Temporary Worker may be or become liable to pay the Company in connection with this Agreement, including, for the avoidance of doubt, any sums payable by the Temporary Worker to the Company under clause 3.11.

3.13 Subject to the terms of this Agreement, the Company undertakes to pay monies due to the Temporary Worker in respect of the Services carried out by the Temporary Worker under this Agreement whether or not the Company has received a corresponding payment from the Client in respect of such Services.

3.14 Unless otherwise agreed in writing, the Temporary Worker shall not be entitled to claim from the Company (or the Client) any expenses incurred in connection with the performance of the Services.

3.15 Subject to the terms of this Agreement, the Company undertakes to pay monies due to the Temporary Worker in respect of the Services carried out by the Temporary Worker under this Agreement whether or not the Company has received a corresponding payment from the Client in respect of such Services.

4. **Working hours**

4.1 The Temporary Worker is expected to comply with any reasonable request of the Client to work hours over and above the Normal Working Hours set out in the Assignment Schedule subject to the requirements of the Working Time Regulations 1998 regarding daily and weekly breaks.

4.2 The Temporary Worker agrees that for the term of this Agreement the 48-hour limit on average weekly working time under the Working Time Regulations 1998 shall not apply, save that the Temporary Worker shall be entitled to withdraw such agreement on one month's written notice to the Company.

5. **Annual leave**

5.1 The Temporary Worker will be entitled to accrue, on a pro rata basis, 28 days of paid annual leave per holiday year. Payments for annual leave will be calculated on the basis of the Normal Rate.

5.2 The Temporary Worker shall endeavour to co-operate with the Client's requirements at all times. Holiday may only be taken on written notice by the Temporary Worker to the Company of at least twice the intended length of the holiday and with the Client's prior approval. The Temporary Worker must record all authorised holiday in the relevant timesheet.

5.3 Bank holidays and public holidays are working days and the Temporary Worker will normally be expected to work on these days although the Temporary Worker may book and take them as part of their annual leave. Such days not worked will be unpaid unless taken as paid annual leave using the entitlement set out in clause 5.1.

5.4 For the purposes of this Agreement, the holiday year starts on 1 January and ends 31 December. All entitlement to leave must be taken during the course of the holiday year in which it accrues and it may not be carried over into the next holiday year. The Company is not required by law to make any payment in lieu of unused holiday at the end of the holiday year.

6. **Sickness and other absence**

6.1 The Temporary Worker shall not be entitled to any contractual payment from the Company for absence due to sickness or any other reason (save for holiday absence in accordance with clause 5). This shall not affect any entitlement the Temporary Worker may have to receive statutory sick pay.

6.2 If the Temporary Worker is unable to provide the Services to the Client by reason of sickness, injury, emergency or bereavement on any day when due or expected to provide the Services to the Client, the Temporary Worker shall notify both an appropriate representative of the Company and of the Client before 08:00 on the first such day of absence (or as soon as practicable thereafter) stating the reason for absence and the anticipated length of absence.

7. **Temporary Worker's status**

7.1 The parties acknowledge that the Temporary Worker is not the employee, agent, partner or servant of the Company (or the Client) and accordingly:

(a) this Agreement is not an exclusive arrangement and (subject to clause 2.1(g)) nothing in this Agreement shall prevent the Temporary Worker from engaging in other services for any third party;

(b) the Company is not obliged to put the Temporary Worker forward for consideration by the Client for the provision of services nor is the Temporary Worker obliged to provide services to the Client beyond the termination or expiry of this Agreement;

(c) the Temporary Worker shall comply with all legal and fiscal obligations of the country in which the Services are performed including but not limited to the Working Time Regulations 1998 or local equivalent (if applicable) and any requirement to register residency;

(d) the Temporary Worker shall comply with the provisions of the Immigration, Asylum and Nationality Act 2006 (the **"Act"**) in all relevant respects and, if it is subject to immigration control for the purposes of such Act, the Temporary Worker warrants that he is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the Services; and

(e) the Temporary Worker shall indemnify the Company (or, as the case may be, the Client) from and against any Losses which the Company (or, as the case may be, the Client): may suffer or incur as a result of the failure of the Temporary Worker to comply with any of the representations, warranties and/or undertakings in this clause 7; and/or would not have suffered or incurred but for:

(i) the Temporary Worker claiming to be; and/or

(ii) some official, public body or authority for any purpose regarding the Temporary Worker as, an employee of the Company (or, as the case may be, the Client) or otherwise entitled to any rights or benefits that employees enjoy.

8. **Confidentiality and Intellectual Property**

8.1 The Temporary Worker shall:

(a) keep confidential all information relating to the Company's, the Client's or any other Company client's business and affairs (including, for the avoidance of doubt, Payment Rates) (**"Confidential Information"**) which may become known to it in connection with the supply of the Services or this Agreement;

(b) not use any Confidential Information except for the purposes of performing the Services;

(c) without delay enter into any and all assignments of intellectual property rights (relating to the Work Results) or confidentiality undertakings that the Company or the Client may require it to enter into;

(d) not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information; and

(e) on request, return to the Company (or any other entity as the Company may direct) all material in its possession or control and belonging to the Client or the Company and/or containing Confidential Information.

8.2 The Temporary Worker hereby assigns to the Company (or the Company's Nominee) all present and future intellectual property rights in or relating to the Work Results including, without limitation, the right to sue for past infringements.

8.3 The Temporary Worker shall from time to time do all such acts and things and sign all such documents (without cost to the Company or the Client) at the request of the Company as may be necessary to perfect the assignments referred to in clause 8.1(c).

9. **Termination**

9.1 This Agreement shall automatically expire at close of business on the End Date save that if the Assignment has not been completed by the End Date and the Client has confirmed to the Company that it wishes to extend the Assignment expiry shall be upon the date of actual completion of the Assignment as notified by the Client to the Company.

9.2 This Agreement may be terminated prior to the End Date by the Company by notice with immediate effect (or, for the purpose of clause 9.2(i)(i) only, by the same period of notice as the Company receives from the Client, less one day) if:

(a) the Temporary Worker fails to attend the Location to provide the Service;

(b) the Temporary Worker fails to return completed signed timesheets in accordance with the provisions of clause 2.1(b);

(c) the Company becomes unable to commence, continue or completely perform its obligations under this Agreement by reason of Force Majeure affecting the Company and/or the Client and which is not within the respective control of the Company or the Client;

(d) the Temporary Worker has in relation to this Agreement committed an act or omission of dishonesty, incompetence or negligence; or is convicted of any indictable criminal offence (other than, where the Services do not require the Temporary Worker to drive, a road traffic offence for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against him, a receiving order or makes any composition with his creditors;

(e) the Company receives or obtains information which gives the Company reasonable grounds to believe that the Temporary Worker is unsuitable to provide services for the Client; or, if the information indicates that the Temporary Worker may be unsuitable, that the Company has reasonable grounds to believe that the Temporary Worker is unsuitable after the Company has made such enquiries as are reasonably practicable as to such suitability;

(f) the Temporary Worker fails to provide to the Company any information requested by the Company on or prior to the Start Date;

(g) the Company has reason to believe that the Client will not meet its payment obligations;

(h) the Temporary Worker is asked to undertake work for which he is not suitably qualified;

(i) for any reason the Client:

(i) terminates its corresponding agreement with the Company; or

(ii) cancels its requirement for the Services prior to the Start Date, in relation to the provision of the Services by the Temporary Worker, and, for the avoidance of doubt, the Company shall incur no liability for Losses in connection with any such termination.

9.3 This Agreement may be terminated prior to the End Date by the Company by notice of the Company's Notice Period or (if applicable) by the Temporary Worker by notice of the Temporary Worker Notice Period.

9.4 Termination or expiry of this Agreement shall be without prejudice to the rights of the Company and/or the Client arising directly or indirectly out of the acts and/or omissions of the Temporary Worker prior to, in connection with or as a result of such termination or expiry.

9.5 Without prejudice to clause 9.2 the Temporary Worker shall indemnify the Company from and against any Losses for which the Company may be liable under the terms of its contract(s) with the Client and which arise as a direct or indirect result of the negligence of or breach of this Agreement by the Temporary Worker.

10. **Details and identity of Temporary Worker**

10.1 The Temporary Worker warrants:

(a) the correctness of the information supplied to the Company in any Application Documents;

(b) that the Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Temporary Worker to possess in order to perform the Services; and the Temporary Worker shall, at the request of the Company, provide confirmation of its identity and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Services;

(c) that the Temporary Worker has no criminal convictions which would reasonably affect the Company's and/or the Client's decision to allow the Temporary Worker access to the Location(s), the Client's Systems or to provide the Services;

(d) that the Temporary Worker is willing (or would be so willing if it were an individual) to work in the position the Client seeks to fill (to the extent that it is accurate to describe the provision of the Services under this Agreement as "working in a position"); and

(e) that the Temporary Worker is not prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client) from fulfilling in full their respective obligations under this Agreement.

10.2 The Company reserves the right to carry out, or instruct a third party to carry out, electronic identity checking procedures, to verify the identity of the Temporary Worker.

10.3 The Temporary Worker consents to the Company, or any third party instructed by the Company, carrying out the identity checks as set out in clause 10.2. For the avoidance of doubt, the electronic identity checking procedure is not a credit reference check and as such, will not affect the credit rating of the Temporary Worker.

11. Data Protection

11.1 The Temporary Worker warrants that:

(a) in relation to this Agreement, it shall comply strictly with all provisions applicable to it under the Data Protection Laws; and

(b) shall not do or permit anything to be done which might cause the Company or the Client to breach any Data Protection laws.

11.2 The Temporary Worker consents to the Company and the Client:

(a) processing the Temporary Worker's personal data for purposes connected with the provision or otherwise in contemplation of providing the Services, contract administration and the payment of the Temporary Worker; and for any purposes connected with the performance of this Agreement; and

(b) exporting and/or processing the Temporary Worker's personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of this Agreement.

12. **AWR**

12.1 The Company takes its obligations under the AWR seriously. Whilst the Company makes all reasonable efforts to ensure that it does not breach its obligations under the AWR, if the Temporary Worker believes, or is concerned that the Company has in any way breached its AWR obligations (for example where the Temporary Worker believes it is not receiving a right he/she is entitled to under the AWR), the Temporary Worker agrees that it will first comply with the Company's internal AWR dispute procedure (in the event of any AWR queries please speak to your consultant at the Company), and the Temporary Worker and the Company shall work and co-operate together to respond to and resolve any such complaints or claims internally before it takes any external action (for example, in an employment tribunal).

13. **Anti-Bribery**

13.1 The Temporary Worker acknowledges and agrees that neither the Company nor the Client will tolerate bribery in any form in connection with the conduct of its business.

13.2 The Temporary Worker shall:

(a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (**"Anti-Bribery Laws"**), including without limitation the Bribery Act 2010;

(b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

(c) not do, or omit to do, any act that will cause the Company to be in breach of the Anti-Bribery Laws; and

(d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier and/or the Consultant in connection with the performance of this Agreement.

13.3 The Temporary Worker shall promptly notify the Company if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 13.2.

13.4 Breach of this clause 13 shall be deemed a material breach of this Agreement.

13.5 The Temporary Worker shall indemnify the Company and/or the Client against any Losses incurred by, or awarded against the Company or the Client as a result of any breach of this clause 13 by the Temporary Worker.

14. **General**

14.1 For the purposes of the Conduct Regulations the Company shall operate as an employment business in relation to the Temporary Worker (except where any permanent placement results from the Company's introduction(s) to the Client, in which case the Company shall act as an employment agency). The definition of an employment business set out in the Employment Agencies Act 1973 is very wide and covers a wide range of service providers.

14.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Company and the Temporary Worker relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall (without prejudice to the rights of the Company arising prior to the Start Date in respect of prior breaches by the Temporary Worker of which the Company is not aware) be deemed to have been terminated by mutual consent with effect from the Start Date but so that nothing in this clause 14.2 shall operate to exclude or limit the liability of any party in respect of fraud.

14.3 The Temporary Worker acknowledges that, in entering this Agreement, it has not relied on any representations by the Company made before the execution of this Agreement other than those expressly set out in this Agreement.

14.4 This Agreement is personal to the Temporary Worker and it shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party or to procure that the Services are performed by any person other than the Temporary Worker. The Company shall, however, be entitled to assign this Agreement to any member of the Company's Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment. All references to the Company shall be deemed to refer to the assignee.

14.5 Any assignment of this Agreement by the Company in accordance with clause 14.4 shall be subject to the Temporary Worker's prior consent (such consent not to be unreasonably withheld or delayed).

14.6 No amendment to this Agreement is effective unless it is in writing and signed by or on behalf of each party by a person duly authorised by that party.

14.7 Any notice required to be given under this Agreement (including the delivery of any timesheet or invoice) shall be in writing signed by a person duly authorised by the sending party and delivered by hand, sent by fax, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).

14.8 This Agreement shall be governed by and construed in all respects in accordance with English law.

14.9 Save as set out in clause 14.10 none of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1410 The Client shall be entitled to rely on and enforce the provisions of clause 7.1(e) and the indemnities given by the Temporary Worker in favour of the Client, notwithstanding that the Client is not a party to this Agreement.

1411 This Agreement is deemed to be accepted (irrespective of whether it is signed) where any Services are supplied by the Temporary Worker.