"Hirer's Group" "Confidential Info "Conduct Regulations" "Calendar Week" "Agency "Agreed QPRate of Pay TEL: 0191 (a) i if,

means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form:

means the rate of pay which will be paid to the Agency Worker if and when she completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form: means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer. 69 2409 FAX: 0191 469 4769
ENGAGEMENT FOR AGENCY WORKERS (CONTRACT FOR SERVICES) Business to has provide agreed 1.4. 1.3. "Qualifying Period"

2.3. 2.2.

the Data Protection Act 1998, any applicable yo or regulatory provisions and all European was and regulations in force from time to time to the protection and transfer of personal data; any deductions which the Employment Business are required by law to make and in particular in of PAYE pursuant to Sections 44.47 of the Tax (Earnings and Pensions) Act 2003 and Class and Insurance Contributions;

CDM Recruitment Ltd (reg. company no.: 4522646 of Bluesky Way, Hebburn, Tyne and Wear. NE31 2EQ means any pay in addition to the Actual QPRate of Pay;

3.3.4.

the relevant Assignment; or the relevant Assignment; if, prior to the relevant Assignment; i. the Agency Worker has worked in any assignment in the same role with the relevant Hiera st he role in which the Agency Worker works in the relevant Assignment; and commenced in any such assignment,

on, firm or corporate bor or associated person, first se may be) to whom the / buced; body together with h, firm or corporate the Agency Worker is

means £_____ per ho of pay (subject to Deductions) the reasonably expects to achieve, a Agency Worker;

"Temporary"
"Terms"

means any period of 7 days starting with the same day the first day of the First Assignment;

means the Conduct of Employment Agencies Employment Businesses Regulations 2003;

means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on the third whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information in any form or medium or any part(s) of such information;

means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership, or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies a.v. 2006.

hour
) that
, for a being the minimum rat the Employment Busing rall hours worked by 1

the the

means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;

that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

3.9.

means (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

s of engagement er with any

the attached Assignment

means the fee payable by the Hirer to Business in accordance with clause 3.7, Regulation 10 of the Conduct Regulations; the as Employment permitted by

"Type of Work" means _____
"Working Time Regulations" means the Working Time Regulations 1998.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in these Terms are for convenience only and do not affect their interpretation.

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 these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. 2.1. These Terms constitute the entire agreement by the Agency Worker for the supply of services Assignments undertaken by the Agency Worker. It the Employment Business and the Agency Work shall prevail over any other terms put forward by etween the Employment Business and to the Hirer and they shall govern all fowever, no contract shall exist between cer between Assignments. These Terms the Agency Worker.

2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not a give rise to a contract of employment business mad the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain stantory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Agency Worker or Assignments with its Hirers.

2.4.

3.1.

3.2. The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.

The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and

the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work.

At the Busine "Information 3.3.1." the time as an Assignment is offered to the Agency Worker the Employment all provide the Agency Worker with an Assignment Confirmation Letter and ion From Hirer* Form setting out the following:

the identity of the Hirer, and if applicable the nature of their business; the date the Assignment is to commence and the duration or likely duration of Assignment;

3.3.3. the Type of Work, location and would be required to work; Agency Worker

> 4.5. 4.4

any expenses

by or to

the Hourly Rate that will be paid and ar Agency Worker; any risks to health and safety known Assignment and the steps the Hirer has risks; safety known s the Hirer has to the F

what experience, training, qualifications and any law or a professional body the Hirer considers required by law to work in the Assignment; and the intervals of payment. authorisation required necessary or which

3.3.7. the intervals of payment.

Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:

3.4.1. the Agency Worker is being offered an Assignment in the same position as 3.4.1. which the Agency Worker is being offered an Assignment in the same position as

5.3.

5.2.

the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.

5.4

3.5.

3.6.

3.7. 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.
3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Eingage the Agency Worker directly or through another employment business, the Agency Worker agree a Period of Extended Hire with the Hirer at franker Fee or to agree a Period of Extended Hire with the Hirer at he end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business will be entitled to charge a Transfer Fee to the Hirer in addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer in the Hirer introduces the Agency Worker for a furning the Agency Worker will be entitled to charge a Transfer Fee to do the Hirer in the Commences of the Agency Worker for a furning an Assignment or within the Relevant Period.
6. Expectant Period.
6. Employment Extends the Hirer in the Hirer introduces the Agency Worker for a furning an Assignment or within the form of the Agency Worker form that another employment business.

6.3

relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in a revised Assignment Confirmation Letter and associated documents(as appropriate).

If the Agency Worker considers that s/he has not or may not have received equal treatment under the Agency Workers Regulations, the Agency Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns.

TEMPORARY WORKER'S OBLIGATIONS

4 4

any responsible

co-operate with the Hirer's reas supervision and control of organisation;

take all reasonable steps to safeguard that of any other person who may her actions on the Assignment and policies and procedures of the Hirer; d his or her be present comply wi er own health and safety and ent or be affected by his or with the Health and Safety

not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;

on completion of the Assignment or at any time when there for the Employment Business, return to the appropriate, to the Employment Business, any hickness provided to the Agency Worker in connection with of the Assignment, including, but not limited to any equocuments, swipe cards or ID cards, uniforms, pequipment or clothing.

wide the Employment Business with all the details of such work, including thout limitation) details of where, when and the period(s) during which haveft was undertaken and any other details requested by the Employment siness; and

8.4

If, either before or during the course of an Assignment, the Agency Worker aware of any reason why she may not be suitable for an Assignment, she shall Employment Business without delay. r beco notify

: Agency Worker acknowledges that any breach of his/her obligations set out in ise may cause the Employment Business to suffer loss and that the Employments reserves the right to recover such losses from the Agency Worker.

5.1

At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of I week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business at imasheat duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed yan authorised representative of the Hirer.

Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.

Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fushion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked

For the avoidance of doubt and for the purposes of the Working Time Regulations, Agency Worker's working time shall only consist of those periods during which s is carrying out activities or duties for the Hirer as part of the Assignment. Time spet travelling to the Hirer's, Ipneth seaks and other rest breaks shall not count as part of a Agency Worker's working time for these purposes. This clause 5.4 is subject to a variation set out in the relevant Assignment Confirmation Letter and associated docume or subsequent variations (s) which the Employment Business may make for the purpose compliance with the Agency Worker's Regulations. s/he s/he spent more f the any nents

9.4.

The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Confirmation Letter.

If the Agency Worker has completed the Qualifying relevant Assignment or following completion of the Qual Assignment, the Employment Business shall pay to the Actual QP Rate of Pay; and 6.2.1 the Actual QP Rate of Pay; and Period d Worker:

6.4.

6.5.

observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain; 7.3. 7.2.

unlawful discrimination ployment Business' or the

not at any time divulge to any person, no other person's benefit, any Confidential In or the Employment Business' employees, finances; nor use Informa se for his or her own nation relating to the liness affairs, transacti

when requested by the on the Hirer or where any Hirer property or on with or for the purpose any equipment, materials, ms, personal protective

If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment age appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:

4.2.1. inform the Employment Business of the Agency Worker undertakes to:

form the Employment Business of any Calendar Weeks between sober 2011 and prior to the date of commencement of the relevations are always and the relevant Assignment in which the Agency order has worked in the same or a similar note with the relevant Hirer vy third party and which the Agency Worker believes count or may conward the Qualifying Period:

inform the Employm to the date of comme relevant Assignment: 4.2.3.1. completee

4.2.3.

completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

If the Agency Worker is unable for any reason to attend work during the course of an Assignment she should inform the Employment Business within I hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.

4.3.

6.1

ne start date of iduring the relev

6.2.

and as set out in the relevant s which may be issued.

Assignment

The Agency Worker is not obliged to accept any Assignment offcred by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, she will:

4.1.1. co-operate with the Hier's reasonable instructions and accept the during of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable instructions are considered as a considered of the All Co-operate with the Hier's reasonable and the All Co-operate with the Hier's reasonable as a considered of the All Co-operate with If the Agency Worker has completed the Qualifying Period, the Employment Business may, at it's own discretion, increase or decrease the rate of pay set out in the Assignment Confirmation Letter for the purposes of ensuring equal freatment under the Agency Workers Regulations 2010 with any such variations being communicated in writing to the Agency Worker.

7.1 we Agency Worker is entitled to paid annual leave according to provided by the Working Time Regulations from time to time the timent to paid annual leave under the Working Time Regulation

The Agency Worker is responsible for ensuring the Leave Year in Which it accrues any because II factors and save as may be sentitlenent to paid annual leave in addition to the Agency Worker for paid annual leave in addition to the Agency Worker is entitled to paid and/or unpaid annual leave in addition to the Agency Worker is entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Confirmation Letter or any subsequent variations which may be issued, some may be carried forward to the next year.

The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.

7.5. 7.4.

7.5. If the Agency Worker wishes to take paid leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving up notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave cannot be taken. Where the Agency Worker signer notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter notice to the Agency Worker to pospone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to pospone or reduce it by.

Subject to clause 7.3, the amount of payment which the Agency Worker will necordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment which the Schenter 1.5 and 1.5 and

7.7. 7.6.

7.8. 8. Save where this clause is amended by the Assignment Confirmation Letter, we holiday or other public holiday falls during an Assignment and the Agency Who not work on that day, then subject to the Agency Worker having accrued on payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable). Worker may, upon giving the notice in clause 7.3 take a bank holiday or coholiday as part of his/her paid annual leave entitlement. It has been subject to the subject of the property of the payment in lieu of any untaken leave where the amount of leave taken is the amount accrued in accordance with clause 7 at the date of termination. Subject to clause 7.3, in the course of any Assignment during the first Agency Worker is entitled to request leave at the rate of one-twelfth Worker's total holiday entitlement in each month of the leave year. t Leave Year, the h of the Agency where a bank y Worker does l entitlement to le), the Agency or other public

Date

7.9. er shall be entitled taken is less than t

8.1. 8.2. SICKNESS ABSENCE

The Agency Worker may be eligible for Statutory Sick Pay provided that relevant statutory criteria.

The Agency Worker is required to provide the Employment Business of incapacity to work which may be by way of a self-certificate for the incapacity and a doctor's certificate thereafter. s/he meets the

8.3. is one qualifying day per week day shall be the Wednesday in s with evidence e first 7 days of

3. For the purposes of the Statutory Sick Pay scheme there is one qualifying dar during the course of an Assignment and that qualifying day shall be the Wo every week.
4. In the event that the Agency Worker submits a Statement of Fitness for Statement') or similar medical evidence, which indicates that the Agency Wostley of the Company of the Statement') or similar medical evidence, which indicates that the Agency Worker will in its absolute discretion determine whether the Agency Worker will be in a new Assignment of the permitted to continue in an ongoing Assignment, such determination the Employment Business may consult with the Hirer and Worker as appropriate to assess whether the conditions identified in the St. similar documentation can be satisfied for the duration of the Assignment. ss for Work ("the ency Worker may, olloyment Business will be (a) placed gement. In making rer and the Agency the Statement or

Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

8.5.

9.1. 9.2.

Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

If the Agency Worker does not inform the Hirer or the Employment Busi unable to attend work during the course of an Assignment (as required will be treated as termination of the Assignment by the Agency Worker in clause 9.1, unless the Agency Worker can show that exceptional circum him or her from complying with clause 4.3. ness that they are in clause 4.3) this accordance with stances prevented

9.3.

If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.

If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 2 weeks, the Employment Business will forward his/her P45 to his/her last known address.

9.5.

INTELLECTUAL PROPERTY RIGHTS

10. INTELLECTUAL PROPERTY!
The Agency Worker acknowledges that all property rights deriving from services can shall belong to the Hirer. Accordingly the doall such acts as the Employment Busing to its rights pursuant to this clause. order to give effect

 performance
 y of the trade
 aployment Bus of its duties) to disclose to any person or to make use of secrets or the Confidential Information of the Hirer or the siness with the exception of information already in the public

me not spent on her reason unless

11.1.3.

n the start date of the riod during the relevant us. The Agency Worker and/or the Hirer relating purpose of determining to the relevant of any such bonus cy Worker is entitled to be Agency Worker.

to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12.2 **12.** 12.1. DATA PROTECTION

The Agency Worker warrants that in relation to these Terms, she shall comply strictly with all provisions applicable to hirdber under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws. The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future), and the Hirer:

12.2.2. 12.2.1. processing his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and

exporting and/or processing his/her personal data in jurisdictions outside European Economic Area for purposes connected with the performance these Terms.

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent be secred from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws. SEVERABILITY

14. NOTICES All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales. GOVERNING LAW AND JURISDICTION

Signed by the Agency Worker

PRINT NAME HERE

SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"
For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

(a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working:

(b) the break is:

(i) for any reason and not more than six Calendar Weeks;

(ii) wholly due to the fact that the Agency Worker is incapable of working in (ii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) wholly due to the fact that the Agency Worker is incapable of working in (iii) whole agency working in (iii) wholl we work in the Agency Worker in (iii) wholl we work in the Agency Worker in (iii) wholl we work in the Agency Worker in (iii) wholl we work in the Agency Worker in (iiii) wholl we work in the Agency Work in the Agency Work i (ii) for any reason and not more than six Calendar Weeks:
(ii) wholly due to the fact that the Agency Worker is incapable of working in wholly due to the fact that the Agency Worker is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required:

(iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;

(iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:

ordinary or additional adoption leave;

ii. ordinary or additional adoption leave;

iii. ordinary or additional paternity leave;

iii. ordinary or additional paternity leave;

iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or v. to more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;

 $\widehat{\Xi}$

(iv)

(a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or

(b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Nowthstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a 'hirer' means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.