



## UNDERSTANDING OF THE PARTIES

- (A) Magnus Search is a trading name of Meraki 2 Ltd
- (B) Magnus is in the business of introducing and supplying skilled workers for contract assignments with its clients.
- (C) Magnus may wish to offer you from time-to-time contract assignments which are suitable for your skills and which you may wish to accept.
- (D) You accept that if you wish to undertake a contract assignment through Magnus such contract assignment will be subject to and governed by these terms of engagement.
- (E) You will be engaged as a statutory worker of Magnus for the purposes of any contract assignment in accordance with these terms of engagement and confirmation of assignment.
- (F) Magnus acts an "Employment Business" in the provision of its recruitment services to you and for the purposes of the Conduct of Employment Agencies and Businesses Regulations 2003 (as amended).

## HOW TO INTERPRET THE TERMS

- (A) All words and expressions referenced with a capital letter shall have the meanings defined in Schedule 1 Part A below and which shall apply to all words and expressions in any project confirmation (unless otherwise stated in any assignment confirmation).
- (B) The Terms and any Assignment Confirmation shall be interpreted in accordance with Schedule 1 Part B below.
- (C) All references in these Terms and any Assignment Confirmation to Magnus shall refer to Meraki 2 Ltd T/A Magnus Search, company number 15912815, whose registered office is at Clockwise Brunel House, 2 Fitzalan Road, Cardiff, Wales, CF24 0EB

## 1 TERMS AND ASSIGNMENT CONFIRMATIONS

- 1.1 These Terms shall be deemed accepted by the PAYE Worker and shall take effect upon the earlier of: (i) the execution of the Terms in accordance with clause 15 or the PAYE Worker's receipt of these Terms and Assignment Confirmation and subsequent commencement of an Assignment (**Effective Date**).
- 1.2 The Terms together with an agreed Assignment Confirmation (together with any other documents referred therein) shall together constitute an Agreement, and such Agreement will govern the Assignment agreed between the PAYE Worker and Magnus to the Client and shall constitute the entire agreement for that Assignment. The Agreement will supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to the Assignment.
- 1.3 Each Assignment Confirmation shall be agreed in writing with the PAYE Worker (or deemed accepted by the PAYE Worker when having received the Assignment Confirmation the PAYE Worker commences the Assignment or continues to perform the Assignment). If Magnus agrees with any variations or extension to any existing Assignment with the PAYE Worker, any revised Assignment Confirmation agreed between the parties will supersede any prior Assignment Confirmation, which will be deemed to be terminated by mutual consent.
- 1.4 The PAYE Worker understands and acknowledges that any Assignment creates an individual contract for services for the period of such Assignment. The PAYE Worker understands and accepts that the PAYE Worker is not an employee of Magnus but the PAYE Worker will be a statutory worker of Magnus. As a statutory worker, the PAYE Worker will benefit from all statutory rights and protections applicable to workers for the duration of the Assignment. No Agreement will give rise (whether expressly or otherwise and whether arising from the structure or format of an Assignment which is created solely for ease of administration between the parties) to a contract of employment between the PAYE Worker and Magnus or between the PAYE Worker and the Client. The PAYE Worker's statutory entitlements as a worker are set out in the Agreement. Nothing set out in the Agreement shall be construed to give the PAYE Worker rights in addition to those provided by statute unless expressly stated in the Agreement.
- 1.5 If the PAYE Worker has any complaint or issue to raise with Magnus arising out of or in connection with



any Assignment the PAYE Worker should raise such a complaint with Magnus' HR manager who will in the first instance investigate and deal with such concerns. For the avoidance of doubt, Magnus' disciplinary and or grievance procedures do not apply to statutory workers in respect of any Assignment however all complaints will be investigated fully and responded to by Magnus.

- 1.6 Subject to the provisions of clause 4.8 and clause 14.7, no variation of this Agreement and or any Assignment Confirmation shall be valid unless the details of the variation are agreed in writing between Magnus and the PAYE Worker and confirm the date the variation shall take effect.

## 2 ASSIGNMENTS

- 2.1 This Agreement sets out the basis upon which the PAYE Worker shall perform Services under the Assignment Confirmation. Neither Magnus nor the Client has any obligation to offer any further Assignments to the PAYE Worker, nor is the PAYE Worker under any obligation to accept any such Assignments, if offered. The parties agree that there is no intention to create mutuality of obligation between the parties whether during any Assignment or between Assignments.
- 2.2 The PAYE Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that the suitability of the work to be offered shall be determined solely by Magnus. Magnus shall incur no liability to the PAYE Worker should it fail to offer Assignments.
- 2.3 The PAYE Worker acknowledges that these Terms shall only operate to the extent that the PAYE Worker agrees an Assignment Confirmation with Magnus and agrees that no contract will exist between the PAYE Worker and Magnus during periods when the PAYE Worker is not providing Services on Assignment for Magnus.
- 2.4 Nothing in these Terms will prevent the PAYE Worker from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation or from providing services to any other party during an Assignment provided that such activity does not cause a breach of or create a conflict of interest with the PAYE Worker's obligations under an Assignment or otherwise be detrimental to the PAYE Worker's performance of the Assignment.
- 2.5 At the same time as the Assignment is offered to the PAYE Worker Magnus shall provide to the PAYE Worker details of (i) the Client and their business, (ii) the Type of Work and details of the Assignment (iii) the duration or estimated duration of the Assignment (iv) the Fees and any expenses payable by or to the PAYE Worker, (v) what experience, qualifications, training and any authorisation (required by law or a professional body) that the Client considers necessary or which is required by law to perform the Assignment and (vi) any risks to health and safety known to the Client that may affect the Assignment and the steps the Client has taken to prevent or control such risks.
- 2.6 The PAYE Worker will be subject to Background Checks to ensure the PAYE Worker's suitability for and ability to work in any Assignment offered to the PAYE Worker. Magnus will notify the PAYE Worker of such Background Checks and any required Compliance Documentation upon issuing an offer for an Assignment to the PAYE Worker. Any offer of Assignment will be conditional upon the PAYE Worker complying with any requests for and successfully passing all Background Checks. The PAYE Worker accepts that Background Checks may vary from Assignment to Assignment and may reflect any requirements of the Client.

## 3 SERVICE OBLIGATIONS

- 3.1 During the Assignment, the PAYE Worker will:-
  - a) perform the Services at the Contract Site and with all due care and skill in a professional manner and in accordance with applicable industry standards;
  - b) accept the direction, supervision and control of the Client, and observe any relevant rules and regulations of the Client's and or End Customer's establishment (including the normal hours of work in force at the relevant establishment) to which attention has been drawn or which the PAYE Worker might reasonably be expected to ascertain or ought to be aware of;



- c) shall obey all lawful and reasonable instructions of any supervisor or line manager of the Client and adhere to relevant industry standards and any changes to the relevant industry standards and report to such appropriate person as required from time to time;
- d) comply with any specific additional terms relating to the Assignment required by the Client or End Customer set out in the Assignment Confirmation or other relevant documentation referred to in the Assignment Confirmation;
- e) not import any software onto the systems of the Client or End Customer nor use any email or internet access available through the Client, nor use any facilities provided by the Client for any purpose, except to the extent authorised by the Client;
- f) take all necessary precautions to safeguard the Client's equipment and installations at the Location;
- g) provide progress reports on the Assignment as may be requested by the Client, End Customer and/or Magnus;
- h) not discriminate against any person or individual (including members of the public) with whom the PAYE Worker comes into contact with or otherwise deals with in the provision of the Services;
- i) take all reasonable steps to safeguard their own safety and the safety of any other person who may be present or affected by the PAYE Worker's actions on the Assignment and comply with the health and safety policies of the Client and or the End Customer applicable to their establishment;
- j) not engage in any conduct detrimental to the interests of or which may damage the reputation of the Client and or the End Customer which includes conduct that may bring Magnus and/or the Client into disrepute and/or which may result in the loss of custom or business for Magnus or the Client; and
- k) not cause any detriment to, damage or otherwise affect Magnus' goodwill and reputation.

3.2 If the PAYE Worker is unable for any reason to perform the Services during the Assignment the PAYE Worker must inform Magnus as soon as practicably possible and, in any event, at least 1 hour before Services are required to be rendered on any given day of the Assignment (where applicable) to enable alternative arrangements to be made. No fee shall be payable for any period during which the Services are not performed.

#### 4 TIMESHEET AND PAYMENT

- 4.1 The PAYE Worker shall at the end of each week of the Assignment (or the end of the Assignment where it is completed in less than 1 week or such other period as is agreed in the Assignment Confirmation) deliver to Magnus a duly completed Timesheet to confirm the Services performed during the preceding week, and which must be signed by an authorised representative of the Client. Records of Work must be received by Magnus by **no later than 10.00 am on the Monday** following the week to which the Timesheet relates.
- 4.2 If the PAYE Worker fails to submit an authorised Timesheet, Magnus will conduct a further investigation into the Services claimed for by the PAYE Worker and the reasons for the Client's refusal to sign the Timesheet. Failure to submit a Timesheet **by 10.00 am on the Monday** following the week to which the Timesheet relates may delay payment to the PAYE Worker whilst Magnus investigates what Services have been performed in the period concerned with the Client. Magnus will pay the PAYE Worker for Services authorised by the Client to be performed irrespective of whether or not Magnus has received payment from the Client.
- 4.3 If the Client is dissatisfied with the Services performed by the PAYE Worker (that is they do not meet the standard expected, are deficient or defective, or have not been delivered in accordance with any agreed specification), and rejects the same and raises a dispute with Magnus, the PAYE Worker shall be required to re-perform, rectify, or replace the Services and or Deliverables where the same are capable of remedy in the opinion of the Client (**Rectification**). The PAYE Worker will be required to complete any Rectification required to be completed. If the PAYE Worker refuses to complete the Rectification, or any Rectification is rejected on the basis it is unsatisfactory in the opinion of the Client, or if issues raised by the Client as regards the Services are not capable of remedy (in the opinion of the Client) Magnus shall be entitled to terminate the Assignment immediately on giving notice to the PAYE Worker.



- 4.4 Subject to clause 4.2 above, Magnus will pay to the PAYE Worker the Fee for hours worked by the PAYE Worker in the provision of the Services at the frequency notified by Magnus from time to time, and whether or not Magnus has received payment from the Client for the hours performed. The Fee payable to the PAYE Worker shall never be less than the Minimum Wage.
- 4.5 The PAYE Worker hereby authorises Magnus to deduct from the Fee and/or any other remuneration or payment to the PAYE Worker any sums properly due to Magnus, including but not limited to the repayment of; excess paid annual leave, overpayment of remuneration or other statutory benefits, payment for Services which Magnus is satisfied have not been performed by the PAYE Worker or performed below the standard required by the Client (upon receipt of written evidence from the Client), and/or in respect of any damages, losses, claims, expenses and/or costs suffered by Magnus, the Client or End Customer arising from any Default of the PAYE Worker during the Assignment. Magnus reserves the right to recover any balance of sums owed by the PAYE Worker that cannot be recovered from or set off against the Fee (or any other remuneration or payments due to the PAYE Worker).
- 4.6 The PAYE Worker's working time (for the purposes of the Working Time Regulations) shall only consist of those periods during which the PAYE Worker is performing the Services and therefore time spent travelling to the Contract Site, lunch breaks, and rest breaks shall not be considered part of the PAYE Worker's working time for this purpose, unless otherwise required arising from a variation in the Assignment Confirmation under clause 4.8 below.
- 4.7 The PAYE Worker is not entitled to receive payment for hours not worked during an Assignment, whether in respect of holidays, illness, absence or for any other reason (and which includes but is not limited to temporary closure of any Contract Site or temporary suspension of the Services by the Client) unless s/he has a statutory entitlement to the same pursuant to clauses 5 and 6.
- 4.8 Where the Services are provided for a period exceeding the Qualifying Period, Magnus reserves the right to vary the terms of the Assignment Confirmation (including the Fee) on giving written notice of the variation to the PAYE Worker, and which shall take effect from the day after the date the Qualifying Period ends and thereafter. If there is any variation in the Relevant Terms and Conditions Magnus shall use reasonable efforts to issue a revised Assignment Confirmation within 14 days following the expiry of the Qualifying Period.
- 4.9 The Assignment may require the PAYE Worker to provide Services which over a period of time result in the PAYE Worker working on average in excess of 48 hours per week. If the PAYE Worker chooses to undertake Services which will require such hours, Magnus will issue the PAYE Worker a form which allows the PAYE Worker to opt out of the statutory 48 hour working week limit pursuant to the Working Time Regulations. For the purpose of calculating the average number of weekly hours worked by the PAYE Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the PAYE Worker commences their first Assignment.

## 5 STATUTORY ENTITLEMENTS

### Annual Leave

- 5.1 Under the Working Time Regulations, the PAYE Worker is entitled to 5.6 weeks paid leave per year. All entitlement to leave must be taken during the course of the Leave Year in which it accrues. No payments can be made in lieu of untaken annual leave (except on termination of an Assignment) and no holiday entitlement can be carried over from one Leave Year to the next. It is the PAYE Worker's responsibility to ensure that s/he take their leave entitlement during the relevant Leave Year.
- 5.2 Entitlement to paid leave accrues in proportion to the amount of time worked continuously by the PAYE Worker on Assignment during the Leave Year. Payment for periods of annual leave taken during the course of an Assignment will be calculated in accordance with and in proportion to the number of hours that the PAYE Worker has worked on Assignment.
- 5.3 Where the PAYE Worker wishes to take any leave to which s/he is entitled, s/he should notify Magnus in writing of the dates s/he intends to be absent. The period of notice required from the PAYE Worker must



be at least twice the length of the period of leave requested. Magnus may request that any paid annual leave is taken at a time that is suitable to the Client and/or may require the PAYE Worker to take paid annual leave at specific times or delay taking paid annual leave during specific times.

- 5.4 The PAYE Worker is not entitled to paid annual leave on bank holidays or public holidays. Where a bank holiday or other public holiday falls during an Assignment and the PAYE Worker does not work on that day, then subject to the PAYE Worker having accrued entitlement to paid annual leave in accordance with clause 5.2 that day shall count as part of the PAYE Worker's paid annual leave entitlement.
- 5.5 In certain circumstances, the PAYE Worker may be entitled to enter into an agreement with Magnus, allowing the PAYE Worker to request annual leave to be taken in advance of accrual, provided the relevant criteria are satisfied. The PAYE Worker agrees that any overpaid annual leave entitlement will be deducted from the final Timesheet processed by Magnus in accordance with clause 4.5 above.

### Sickness Absence

- 5.6 The PAYE Worker may be eligible for statutory sick pay (SSP) for certain periods of sickness absence provided that s/he meets the relevant statutory criteria. The qualifying days for SSP purposes are Monday to Friday unless otherwise stated in any Assignment Confirmation. The PAYE Worker will not be entitled to SSP for the first 3 qualifying days of sickness for SSP purposes.

### Pension Entitlement

- 5.7 There are no current statutory entitlements to a pension for the PAYE Worker, however, Magnus will comply with its obligations under the Pension Act 2008 to provide access to an Auto Enrolment Scheme where applicable. Magnus will notify the PAYE Worker as and when such Auto Enrolment Scheme comes into effect.
- 5.8 To the extent that in any week the PAYE Worker is required to be automatically enrolled into the Auto Enrolment Scheme the minimum employee contributions shall be deducted from the Fee rate and which shall be paid into the Auto Enrolment Scheme.
- 5.9 The PAYE Worker will be entitled to opt out of the Auto Enrolment Scheme after the PAYE Worker has been automatically enrolled, but only in accordance with the rules of the Auto Enrolment Scheme, which shall be provided in writing to the PAYE Worker.

## **6 AGENCY WORKERS REGULATIONS**

- 6.1 Where the Assignment Confirmation continues beyond the Qualifying Period, the PAYE Worker may be entitled to additional rights under the Relevant Terms and Conditions set out below, which shall take effect from the completion of the Qualifying Period (the details of which shall be set out in a variation to the Assignment Confirmation issued by Magnus):
  - a) additional paid annual leave (to the extent that the Relevant Terms and Conditions entitlement exceeds the existing paid annual leave entitlement the PAYE Worker is entitled to pursuant to his/her contract for service with Magnus) as confirmed in the Assignment Confirmation;
  - b) eligibility to qualify for and be paid a bonus in accordance with the Client's applicable bonus scheme (which may be discretionary or contractual), the payment of which shall be subject to the terms and conditions of the Client's bonus scheme; and
  - c) such duration of working time, rest periods and or rest breaks as apply to the Assignment which differ from and are preferential to the PAYE Worker's rights and entitlements pursuant to his/her contract for service with Magnus.
- 6.2 The PAYE Worker shall promptly upon the request of Magnus (whether before or during any Assignment) provide details of any prior assignments or projects that s/he has undertaken for the Client (whether directly or indirectly through a third party) within the last 12 months (irrespective of who the intermediary third party may have been) including details of the number and type of roles undertaken so that Magnus may determine when any entitlements under the AW Regulations may apply.





- 6.3 Under Regulation 12 and Regulation 13 of the AW Regulations, the PAYE Worker may from commencement of the Services be entitled to access collective facilities and amenities at the Contract Site (which other employees have access to) and will be entitled to access internal vacancies that the Client may have respectively. The PAYE Worker shall ensure that if s/he has any queries relating to these “day one rights”, such queries are raised directly with the Client.
- 6.4 If the PAYE Worker considers that s/he has not or may not have received equal treatment under the AW Regulations the PAYE Worker may raise this in writing with Magnus setting out as fully as possible the basis of the PAYE Worker’s concerns. With the exception of those “day one rights” set out in clause 6.3 above, the PAYE Worker shall raise any concerns or complaints arising from the AW Regulations directly with Magnus in the first instance as required by the AW Regulations.
- 6.5 Magnus is entitled to make a payment in lieu of any additional holiday entitlement due to the PAYE Worker pursuant to clause 6.1a). Accordingly, unless otherwise stated in the Assignment Confirmation, the Fee rate shall include the PAYE Worker’s basic salary (which shall meet the requirements of basic pay pursuant to the AW Regulations) and payment in respect of any additional holiday entitlement due to the PAYE Worker pursuant to clause 6.1a).

## 7 PAYE WORKER WARRANTIES

- 7.1 The PAYE Worker warrants that s/he:
- (a) will notify Magnus immediately if s/he becomes the subject of bankruptcy proceedings or a bankruptcy order;
  - (b) does not have any unspent criminal convictions (under the Rehabilitation of Offenders Act 1974) and has the legal right to work in the United Kingdom (and in particular to carry out the Services for the Assignment);
  - (c) has the necessary skills and/or experience to perform the Services;
  - (d) is not prevented by any other contract or arrangement or any statute from fulfilling his/ her obligations under this Agreement;
  - (e) will comply with any statutory obligations arising out of or in connection with the Services and (including but not limited to complying with discrimination legislation and Health and Safety legislation);
  - (f) will provide all information as is reasonably requested by Magnus (and whether requested before or during any Assignment) as to the work history of the PAYE Worker in accordance with clause 6.2 above;
  - (g) will provide complete and accurate information to Magnus pursuant to its compliance with the AW Regulations;
  - (h) will only perform the Services as defined in the Assignment Confirmation and shall promptly notify Magnus of any requested change in the Services by the Client in order that Magnus may discuss and agree any change in Services with the Client and issue an updated Assignment Confirmation to the PAYE Worker; and
  - (i) will comply with all applicable anti-bribery and associated legislation relevant to the Assignment (including but not limited to the Bribery Act 2010) and any bespoke anti-bribery policies and procedures of the Client or any End Customer.
- 7.2 The PAYE Worker warrants, represents and undertakes that s/he:
- (a) will if given access to Client Data of the Client or any End Customer pursuant to an Assignment, only process such Client Data in accordance with DP Legislation, to the extent necessary to perform the Assignment, to comply with its Legal Obligations, and in accordance with any instructions given directly or indirectly by the Client and or any End Customer;
  - (b) will take appropriate technical and organisational measures to ensure the adequate protection of any Client Data it may process during any Assignment;
  - (c) will enter into any additional undertakings in respect of the protection of Client Data as the Client and or the End Customer may require;
  - (d) will immediately notify Magnus and the Client of any personal data breach relating to Client Data which s/he discovers or becomes aware of during the course of any Assignment and will provide such assistance, support and co-operation as may be required by Magnus and or the Client in their investigation of, remedy of, and or steps to mitigate such personal data breach; and



(e) will give such reasonable assistance and support as is required by the Client and or any End Customer in respect of any DP Request.

- 7.3 The PAYE Worker warrants that s/he will immediately notify Magnus should any of the above circumstances change.
- 7.4 The PAYE Worker will provide all information and documentation required by Magnus (including all Compliance Documentation) to ensure Magnus' compliance with all applicable laws in respect of any Assignment, and whether requested prior to, during, or after any Assignment.
- 7.5 The PAYE Worker warrants, represents and undertakes that all information and documentation supplied to Magnus by the PAYE Worker (whether provided under this clause or otherwise) is complete, accurate, true, not misleading and up-to-date. The PAYE Worker will not do anything to cause or materially contribute to Magnus falling foul of any applicable law.
- 7.6 The PAYE Worker shall upon request by Magnus (at any time prior to, during or after an Assignment) provide such evidence in support of the warranties provided by the PAYE Worker under this clause 7 as Magnus may in its discretion require.

## 8 CONFIDENTIALITY AND DATA PROTECTION

- 8.1 The PAYE Worker shall not (except in the proper course of his/her performance of the Services), either during the Assignment or at any time thereafter (a) use, publish or disclose to any third party (and shall use their best endeavours to prevent the publication and disclosure of) any Confidential Information and/or (b) copy any Confidential Information or make any copy, abstract, summary, précis of any material or documentation of the Client or any End Customer. This obligation does not apply to any use or disclosure authorised by the Client or required by law and/or any information which is already in, or comes into, the public domain otherwise than through the PAYE Worker's unauthorised disclosure.
- 8.2 The PAYE Worker shall enter into any additional confidentiality undertakings that may be required by the Client or any End Customer taking into account the nature of the Services under the Assignment.
- 8.3 The PAYE Worker acknowledges that Magnus will process Personal Data (defined under GDPR) that s/he shares with Magnus and which shall include disclosing and sharing such Personal Data with the Client for the purpose of assessing the viability of an Assignment, scoping the terms of an Assignment, and administering an Assignment. Magnus processes the PAYE Worker's Personal Data in accordance with the Magnus' privacy notice. The PAYE Worker acknowledges and agrees that s/he has already received a copy of or email with link to Magnus' privacy notice upon registration with Magnus.
- 8.4 The PAYE Worker understands and acknowledges that Magnus may need to process personal data (including special categories of data) of the PAYE Worker pursuant to any Assignment outside of the United Kingdom, within the European Economic Area (EEA) (where the United Kingdom recognises such country as having adequate data protection laws) or within a non-EEA country which has an adequacy decision from the European Commission and which the United Kingdom recognises as having adequate data protection laws or within any other non-EEA country which is otherwise recognised by the United Kingdom as having adequate data protection laws (**Safe Countries**), and whether before, during, or after any Assignment has expired or otherwise terminated. The PAYE Worker acknowledges that Magnus may therefore seek the PAYE Worker's explicit consent where such processing is required on an Assignment-by-Assignment basis outside of any Safe Country.
- 8.5 Upon completion of the Assignment or at any time when requested by the Client, the End Customer or Magnus (as appropriate), the PAYE Worker shall return or deliver up all property or items provided to the PAYE Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards.

## 9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 The PAYE Worker hereby assigns to Magnus (for the benefit of the Client) all existing and future Intellectual Property Rights in the Services and the Inventions and all materials embodying these rights



to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the PAYE Worker holds legal title in these rights and inventions on trust for the Client (or such other party as Magnus directs).

- 9.2 The PAYE Worker will notify Magnus and provide full details of any Inventions promptly on their creation and will not register nor attempt to register any of the Intellectual Property Rights in the Services, nor any of the Inventions, unless requested to do so by Magnus (or as Magnus may direct).
- 9.3 The PAYE Worker will execute all documents and do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Services and the Inventions has passed, or will pass, to Magnus (for the benefit of the Client) or such other party as Magnus may direct.
- 9.4 The PAYE Worker warrants to Magnus and the Client that (a) it has not given and will not give permission to any third party to use any Inventions or any Intellectual Property Rights in the Services and (b) the use of the Intellectual Property Rights in the Services by the Client will not infringe the rights of any third party.
- 9.5 The PAYE Worker irrevocably and unconditionally waives all rights to which s/he may be entitled pursuant to Sections 77, 80 and 84 of the Copyright, Designs and Patents Act 1988 and any other moral rights provided for under the laws now or in future in force in any part of the world in relation to the exploitation by the Client and/or the End Customer its successors, assignees and licensees of the Services.

### 10 LIABILITY

- 10.1 Except in the event of death or personal injury caused by the negligence of Magnus or for any other liability which cannot be limited in law, Magnus' liability to the PAYE Worker under or in connection with this Agreement, whether arising from contract, tort, statute or otherwise, shall be limited to 100% of the Fee payable to the PAYE Worker under the Assignment or the sum of £10,000 whichever is greater.
- 10.2 The PAYE Worker will be liable for and shall indemnify and keep Magnus, the Client and End Customer indemnified against any damages, compensation, actions, demands, claims, financial loss, (whether direct or consequential (including but without limitation any economic loss or other loss of turnover, profits, business or goodwill, any loss to or damage to any property or any injury or death to any person) or other liability, expenses, costs (including all reasonable legal costs and administrative costs incurred by Magnus, the Client, and or End Customer) arising out of or in connection with his/her:
  - a) breach of any terms of this Agreement;
  - b) breach of any applicable law;
  - c) Default under or related to any Assignment or this Agreement;
  - d) failure to commence the Assignment or perform the Services during the Assignment;
  - e) breach of confidentiality obligations and/or disclosure or unauthorised use of any Confidential Information;
  - f) any infringement of the Intellectual Property Rights of the Client, End Customer, and or any third party;
  - g) claim (and/or subsequent decision of a court, tribunal, or government authority) that either the Client, End Customer or Magnus is the employer of the PAYE Worker; and
  - h) any claim pursuant to the AW Regulations unless and to the extent that such claim has arisen due to the act, error, or omission of Magnus; and
  - i) breach of DP Legislation, the contractual obligations relating to data protection and/or any additional data protection undertakings entered into by the PAYE Worker as required by Magnus, the Client and/or End Customer.
- 10.3 For the avoidance of doubt, the indemnity under clause 10.2 will include liability for any damages, liquidated damages, contractual penalties and/or service credits (**Credits**) Magnus may incur under its contract with the Client such that the PAYE Worker will reimburse Magnus for any Credits incurred by Magnus to the extent that such Credits were caused by or materially contributed to by the PAYE Worker's Default.
- 10.4 Magnus and the Client will also be entitled to recover from the PAYE Worker (a) any additional operational and/or administrative expenses incurred by Magnus and/or a Client arising from the PAYE Worker's





Default and (b) any wasted expenditure or charges rendered unnecessary and/or incurred by Magnus and/or a Client arising from the PAYE Worker's Default.

### 11 TERMINATION

- 11.1 Either party may terminate an Assignment on giving the other party immediate notice of termination, unless an alternative notice period is required to be provided by a party pursuant to the Assignment Confirmation.
- 11.2 Notwithstanding the provisions of clause 11.1 and clause 11.4, Magnus may terminate the Assignment at any time without prior notice or liability in the event that the PAYE Worker has:
- a) failed to provide information requested by Magnus in accordance with its pre-screening requirements by the commencement of the Assignment;
  - b) failed to provide original documentation supporting any request made by Magnus within a period of 5 working days of the commencement of the Assignment;
  - c) failed to perform the Services during the Assignment (such failure to be deemed where the Services are not performed for 2 continuous days or more);
  - d) committed serious and/or persistent breaches of this Agreement and/or committed any Default;
  - e) breached or is in breach of the warranties under clause 7;
  - f) committed serious and/or persistent breaches of rules and regulations applicable to the Client and/or the End Customer;
  - g) committed (or are suspected of) fraud, dishonesty or serious misconduct during the Assignment;
  - h) acted negligently or incompetently in the performance of the Services; and/or
  - i) acted in any other manner leading to the Client and or the End Customer requesting the termination of the Assignment due to their dissatisfaction (in their sole opinion) with the Services and/or the PAYE Worker.
- 11.3 Either party may terminate the Assignment in the event that the other party:
- a) is dissolved, ceases to conduct substantially all of its business, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; and/or
  - b) has an administrator, administrative receiver, liquidator, receiver, trustee or similar appointed over their assets.
- 11.4 The PAYE Worker acknowledges that the continuation of the Assignment is subject to and conditional upon the continuation of the contract entered into between Magnus and the Client. In the event that the contract between Magnus and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the PAYE Worker (save for payment for Services performed satisfactorily by the PAYE Worker up to the date of termination of the Assignment).
- 11.5 These terms and conditions of engagement shall remain in force until such time as either party gives the other party 4 weeks' notice in writing. Termination of these terms and conditions of engagement shall not affect any current Assignment which shall continue in full force and effect until its natural expiry under the Assignment Confirmation or earlier termination in accordance with the termination provisions set out in this clause 11.

### 12 ELIGIBILITY TO WORK IN THE UNITED KINGDOM

The PAYE Worker shall be required to meet with Magnus (either in person or via video conference) and shall provide original proof of identification and eligibility to work in the United Kingdom to Magnus ("Original Documents") in order that Magnus may comply with its statutory obligations prior to the commencement of the Assignment. In circumstances in which the PAYE Worker cannot comply with clause 12 (and Magnus accepts there is a genuine reason why clause 12 cannot be complied with) the PAYE Worker shall provide Magnus with copies of the Original Documents and the PAYE Worker shall show the Original Documents to the Client prior to the commencement of the Assignment.

### 13 NON-SOLICITATION



The PAYE Worker acknowledges and accepts that the Client is subject to a non-solicitation clause in its contract with Magnus, which contractually requires the Client to pay a placement fee or agree a period of extended hire for the services of the PAYE Worker, should the Client wish to engage the PAYE Worker directly or indirectly via an intermediary other than through Magnus, whether before, during or for a contracted period after the Assignment. The PAYE Worker agrees that s/he will not do anything or act in any way to cause the Client to breach or otherwise fall foul of its contractual obligations under its non-solicitation clause with Magnus. Should the Client approach the PAYE Worker with respect to engaging the PAYE Worker's Services other than through Magnus the PAYE Worker agrees to refer the Client to Magnus so that the Client and Magnus may agree any such proposal pursuant to their contract.

### 14 GENERAL SECTION

- 14.1 This Agreement is governed by and shall be construed in accordance with the laws of England and is subject to the exclusive jurisdiction of the English courts (other than for enforcement proceedings, for which the English courts shall have non-exclusive jurisdiction).
- 14.2 In the event of any conflict between the terms and conditions of engagement herein and the Assignment Confirmation, the terms and conditions of engagement herein shall prevail to the extent of the conflict.
- 14.3 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any other right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.4 The PAYE Worker may not assign, transfer, charge, subcontract, declare a trust over or deal in any manner with any or all of the PAYE Worker's rights and obligations under this Agreement without Magnus' prior written consent. Magnus may assign or transfer any right, benefit or interest or other novate its obligations without the PAYE Worker's consent.
- 14.5 With the exception of clause 11.2, for which Magnus may issue the PAYE Worker with verbal notice of termination (such verbal notice to be confirmed in writing within 7 days of being given), all notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the addressee upon whom the notice is to be served or any other address that the party has notified the other party in writing or by email. 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, when that email is sent.
- 14.6 Magnus may agree changes to the Assignment verbally with the PAYE Worker, provided that Magnus shall provide confirmation of any such changes by email or other electronic means as soon as reasonably practicable after agreement.
- 14.7 Notwithstanding anything to the contrary in these Terms, Magnus may vary the terms of the Agreement or any Assignment Confirmation on giving the PAYE Worker notice (which shall include details of the variation and the date on which it takes effect) in order to comply with any changes in any applicable law (whether by repeal, modification or introduction and including if applicable retrospectively).
- 14.8 Each provision of this Agreement (as defined by punctuation) is separate, distinct and severable. If any of the provisions of this Agreement are determined by the English Courts to be unenforceable, to any extent, such provision may be modified or severed from the remaining Agreement to give meaning to the intention of the parties, and the remaining provisions including any such modified provisions shall continue in force.
- 14.9 Notwithstanding the provisions of the Limitation Act 1980, the PAYE Worker agrees that s/he will only have a period of 2 years from the end of an Assignment to bring any claims arising under the terms of such Assignment. No contractual claim arising outside of this period will be valid or enforceable on Magnus.
- 14.10 Save as provided for in this clause, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person or entity other than the PAYE Worker and Magnus shall have any rights under this Agreement. The Client and End Customer named in the Assignment Confirmation shall have the benefit of the provisions of this Agreement. Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement may be varied, amended or modified without the consent of any such third party.

### 15. EXECUTION AND SIGNATURE

## PAYE Worker – Terms of Engagement



These Terms and any Assignment Confirmation may be executed by the parties (a) manually and delivered as a scanned pdf via email or (b) by any electronic document signing protocol or similar electronic transmission or (c) by an exchange of emails, and in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. The parties have entered into these terms with effect from the Effective Date.

## PAYE Worker – Terms of Engagement



### Key Information Document

This document sets out key information about your relationship as a work-seeker with us, as an employment business, including details about pay, holiday entitlement and other benefits.

The Employment Agency Standards (EAS) Inspectorate is the government authority responsible for the enforcement of certain agency worker rights. You can raise a concern with them directly on 020 7215 5000 or through the ACAS helpline on 0300 123 1100, Monday to Friday, 8.00 am to 6.00 pm.

The below information is based on the national minimum wage in order for you to understand the payment arrangements and relevant deductions. All calculations were rounded to the nearest whole number.

### General Information

<b>Your name:</b>	[Candidate]
<b>Name of employment business:</b>	Meraki 2 Ltd T/A Magnus Search
<b>Your employer (if different from the employment business):</b>	N/A
<b>Type of contract you will be engaged under:</b>	Contract for Services
<b>Who will be responsible for paying you:</b>	Meraki 2 Ltd T/A Magnus Search
<b>How often you will be paid:</b>	[Weekly/Monthly]
<b>Expected or minimum rate of pay:</b>	At least the prevailing or current National Minimum Wage
<b>Deductions from your pay required by law:</b>	<ul style="list-style-type: none"><li>• Tax</li><li>• National Insurance</li><li>• Employees Pension (where applicable)</li></ul>
<b>Any other deductions or costs from your pay (to include amounts or how they are calculated):</b>	N/A
<b>Any fees for goods or services:</b>	N/A
<b>Holiday entitlement and pay:</b>	Minimum annual leave entitlement of 5.6 weeks/28 days for full time employees or for part time workers this will be pro-rated accordingly. This is inclusive of public holidays. To be paid as leave taken.
<b>Additional benefits:</b>	N/A

## PAYE Worker – Terms of Engagement



### Representative example of your pay

Example rate pay based on £100 a day:	Weekly: £500
Deductions from your wage required by law:	<div>PAYE</div> <ul style="list-style-type: none"><li>Weekly - £47.85</li></ul> <div>NI</div> <ul style="list-style-type: none"><li>Weekly - £20.66</li></ul> <div>Pension</div> <ul style="list-style-type: none"><li>Weekly - £19.00</li></ul>
Any other deductions or costs from your wage:	N/A
Any fees for goods or services:	N/A
Example net take home pay:	<ul style="list-style-type: none"><li>Weekly - £412.49</li></ul>

Signed for and on behalf of **Meraki 2 Ltd**

Signed by the PAYE Worker

PRINT NAME

PRINT NAME

Date

Date



# PAYE Worker – Terms of Engagement



## SCHEDULE 1

### Part A – Definitions

<b>"Agreement"</b>	means together these terms and conditions of engagement, the attached schedules and applicable Assignment Confirmation;
<b>"Assignment"</b>	means the project period or periods during which the PAYE Worker renders Services to the Client;
<b>"Assignment Confirmation"</b>	means the paper or electronic confirmation of the details of the confirmed Assignment provided to the PAYE Worker;
<b>"Auto-Enrolment"</b>	means the [insert name i.e. NEST] pension scheme which is a qualifying scheme under the Pensions Act 2008 ("PA")
<b>"Scheme"</b>	
<b>"AW Regulations"</b>	means the Agency Workers Regulations 2010;
<b>"Background Checks"</b>	all pre-Assignment checks that (a) Magnus may be required by law or otherwise to undertake, to ensure the suitability of any PAYE Worker, and (b) the Client may require before any PAYE Worker can deliver Services under an Assignment, (including Magnus' pre-screening requirements, confirming the PAYE Worker's right to work in the United Kingdom, meeting Client security clearance obligations, background checks and vetting requirements);
<b>"Candidate"</b>	means the application form completed by the PAYE Worker (as applicable) requesting work-finding services by Magnus
<b>"Representation Form"</b>	to the PAYE Worker;
<b>"Client"</b>	means the person, firm or corporate body requiring the services of the PAYE Worker (together with any "subsidiary" or "associate" person, firm or corporate body as defined by the Companies Act 2006) as set out in the Assignment Confirmation;
<b>"Client Data"</b>	personal data for which the Client and or the End Customer is a Controller under GDPR;
<b>"Client Group"</b>	means any "subsidiary", "holding company" and/or "associate" person, firm or corporate body of the Client as defined by the Companies Act 2006;
<b>"Compliance Documentation"</b>	all information and documentation requested from the PAYE Worker and which the PAYE Worker is required to deliver pursuant to completion of the Background Checks;
<b>"Conduct Regulations"</b>	means the Conduct of Employment Agencies and Employment Business Regulations 2003;
<b>"Confidential Information"</b>	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client, End Customer and or Magnus or their business or affairs (including but not limited to data, records, reports, agreements, research and development, manufacturing, marketing strategies and tactics, production or design secrets, specifications, know-how, trade secrets, inventions and other information concerning the Assignment) in any form or medium, whether in writing, orally or by any other means, together with any reproductions of such information in any form or medium or any part(s) of such information;
<b>"Contract Site"</b>	means the contract site of the Assignment as set out in the Assignment Confirmation or as otherwise agreed between the PAYE Worker and the Client from time to time;
<b>"Default"</b>	any breach of the obligations of the PAYE Worker (including fundamental breach or breach of a fundamental term) or any other default, act, error, omission, fraud, negligence or negligent statement of the PAYE Worker, irrespective of whether the same was intentional or not, in connection with or in relation to the subject matter of this Agreement;
<b>"DP Legislation"</b>	the General Data Protection Regulations (2016/679) or the General Data Protection Regulations (2016/679) as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time) (GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other applicable laws and regulations relating to the processing of personal data, privacy, and/or the use of personal data, any laws which implement any such laws, and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
<b>"DP Request"</b>	any subject access request, complaint, or correspondence exercising DP Legislation rights received from any person (or any correspondence received from the Information Commissioner's Office (ICO) in respect of the same) and which relates to any Client Data;
<b>"End Customer"</b>	means the customer of the Client for whom the PAYE Worker performs Services during the Assignment or otherwise has direct dealings with during the Assignment;
<b>"Eligible Jobholder"</b>	means a Jobholder (defined under the PA) who is aged at least 22 but has not reached state pension age, and whose Earnings (defined under the PA) exceed the earnings trigger in a relevant Pay Reference Period (defined pursuant to the PA and applicable secondary legislation);
<b>"Engagement"</b>	means the engagement, employment or use of the PAYE Worker on a permanent or temporary basis, directly or indirectly through another legal entity, whether under a contract of service or for services, an agency, license, franchise or partnership arrangement or any other engagement and "Engages" and "Engaged" shall be construed accordingly;
<b>"Fee"</b>	means the fee due for the Services at the hourly rate (to be no less than the Minimum Wage) set out in the Assignment Confirmation, inclusive of all costs, expenses and fees (unless otherwise specified), but subject to the Tax Deductions;
<b>"Intellectual Property Rights"</b>	means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
<b>"Invention"</b>	means any invention, idea, discovery, development, improvement or innovation made by the PAYE Worker in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium;

# PAYE Worker – Terms of Engagement



<b>"Leave Year"</b>	means the period during which the PAYE Worker accrues and may take statutory leave commencing on the date that the PAYE Worker commences an Assignment (or series of Assignments);
<b>"Minimum Wage"</b>	The minimum wage legally required to be paid to a worker, which shall either be the national minimum wage or the national living wage, as applicable;
<b>"Qualifying Period"</b>	means 12 continuous calendar weeks during the whole or part of which the PAYE Worker is supplied by Magnus and/or other agencies to the Client to work temporarily for and under the supervision and direction of the Client in the same or a similar role as defined in Regulation 7 of the AW Regulations;
<b>"Timesheet"</b>	means the record of Services performed during the Assignment (which may be in the form of a timesheet via a manual or electronic time capture system);
<b>"Relevant Terms and Conditions"</b>	means terms and conditions relating to (a) pay, (b) the duration of working time; (c) night work; (d) rest periods and breaks; (e) vouchers which have monetary value; and (f) annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;
<b>"Remuneration"</b>	means the aggregate gross annual taxable emoluments payable to or receivable by the PAYE Worker employed pursuant to the Engagement, including salary, bonuses, profit share, commission, pension contributions, allowances (including car, accommodation and or relocation), provision of company car, during the first year of the Engagement or attributable to such period and paid subsequently or the annualised gross fee of the PAYE Worker (where either is Engaged on a self-employed basis or in any other capacity). Any taxable emoluments which are not guaranteed will be determined upon projected values.
<b>"PAYE Worker"</b>	means the individual specified in the Assignment Confirmation who will carry out the Assignment;
<b>"Sensitive Data"</b>	special categories of data defined in the GDPR;
<b>"Services"</b>	means the services to be provided by the PAYE Worker to the Client as set out in the Assignment Confirmation;
<b>"Tax Deductions"</b>	means any deductions which Magnus is required by law to make and which includes but is not limited to the deduction of income tax (via PAYE) and national insurance contributions pursuant to the Income Tax (Earnings and Pensions) Act 2003;
<b>"Terms"</b>	means these terms of engagement;
<b>"Type of Work"</b>	means the type of position and/or role that Magnus will provide work-finding services in relation to as confirmed in the Candidate Representation Form;
<b>"Working Time Regulations"</b>	means the Working Time Regulations 1998;
<b>"VAT"</b>	means Value Added Tax at the prevailing rate from time to time.

## Part B – Interpretation Clauses

(i)	Reference to a clause or schedule, unless otherwise defined, shall be to a clause or schedule of this Agreement.
(ii)	Reference to a <b>person</b> include a reference to any individual, company, partnership, trust, joint venture, association, government or local authority department or other authority or body (whether corporate or unincorporated).
(iii)	References to statutory provisions shall be construed as references to those provisions as respectively replaced, amended, or re-enacted from time to time (whether before or after the date of the Assignment) and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.
(iv)	Any words following the terms <b>including, include, in particular, for example, without limitation</b> or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
(v)	References to termination of the Terms and/or any Assignment include references to expiry of the Terms and/or any Assignment.
(vi)	Reference to <b>writing</b> includes email and similar means of communication.
(vii)	Reference to the <b>parties</b> shall mean together Magnus and the PAYE Worker for the purposes of this Agreement (including reference to their successors in time, permitted assigns and novatees) and reference to a <b>party</b> shall be construed as a reference to either of the parties.
(viii)	Reference to <b>howsoever arising</b> shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the services of the PAYE Worker and or Magnus.
(ix)	All references to <b>controller, personal data, personal data breach, special categories of data, and process or processing</b> in these Terms shall refer to terms defined in the DP Legislation.