

# AGREEMENT FOR WORK FINDING SERVICES

We are Millbank Holdings Limited ("Millbank") (and its subsidiaries: Priory Design Services Limited, MDA Rail Limited and Forbes HR Limited)) of Millbank House, Northway, Runcorn, Cheshire, WA7 2SX (throughout "we", "us", "our" and "ours") including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies.

## Introduction:

We operate as an Employment Business when supplying you to Hirers on a temporary basis, as referred to in the Conduct Regulations. We are in the business of providing work finding services to candidates (the "Services") and recruitment services to Hirers. You are seeking work, have provided us with your personal information and have asked us to find work for you. We are willing to identify positions with Hirers for you on the basis set out in these terms. Please see clause 1.5 and Section 4, which specify the arrangements in the event that you supply your services through a third party such as a company.

Where services are to be provided by a Supplier you may choose, but are under no obligation, to opt out of the Conduct Regulations. You can do this by signing below. For more information please contact us. The opt out will only be effective if we also receive a Notice of Opt Out from the Supplier.

Your provision to us of personal information (defined in this document as Personal Data) is your acknowledgement that you have read and understood our Privacy Notice. We shall process your Personal Data, for example provided pursuant to Section 2, in accordance with our Privacy Notice.

## AGREEMENT AND ACCEPTANCE

In consideration of the mutual obligations set out in this agreement and our agreement to seek work for you, you accept and agree these terms, which you acknowledge you have fully read and understood. Note: You may accept this agreement in any of the ways listed below and you agree that your acceptance is provided upon the earlier of:

- your oral or written (letter, or email) confirmation to us of your acceptance
- your request for us to find work for you or to register you on our database or to introduce you to a Hirer

## Section 1 – Services

- 1.0 As you have asked us to work for you and provide the Services
  - (a) we may from time to time and at our sole discretion search for work opportunities for you, usually within the Work Types, and
  - (b) if we consider any opportunity may be suitable, we may inform you of any terms proposed, and where appropriate in each case, arrange an interview for you to meet a Hirer and use our reasonable endeavours to conclude a Proposal.
- 1.1 The minimum rate of pay we reasonably expect to pay you if you agree that we may supply you to a Hirer will be at least the National Minimum Wage as applicable
- 1.2 The types of work we shall seek for you include in engineering, design, IT, construction, commissioning, commercial, project controls and manufacturing operatives ("Work Types").
- 1.3 You acknowledge that this agreement between you and us is for work finding services only and you are not and shall not become our employee nor are you engaged by us for any purpose save as provided for in this document. We have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law.
- 1.4 To the extent that this agreement applies to any Assignment, this agreement is, and shall be regarded as part of, a contract for services notwithstanding that this agreement does not require you to provide services as such.
- 1.5 We may enter into an alternative agreement under which we engage you personally or through a Supplier on a contract for services relevant to one or more specific Assignments. The terms herein shall continue to apply, without prejudice to the terms of the alternative agreement. Notwithstanding an alternative agreement any Notice of Opt Out shall continue to apply until effectively withdrawn.
- 1.6 Where we engage you personally in the capacity of a worker for an Assignment, annual leave entitlement and payment in that respect will be calculated, and frequency of payment made, under the terms of that engagement. Holiday entitlement shall be in accordance with the Working Time Regulations 1998, payment being made at the time you take your holidays. Payment for work done shall be made weekly
- 1.7 The length of notice required to terminate an Assignment shall be one week, save that this period shall not apply where an alternative period of notice has been agreed in respect of an Assignment, the Assignment has been specified to be for a fixed period of time to which notice will not apply, or the terms that apply to the Assignment allow termination without such notice.

## Section 2 - Your Agreement

- 2.0 In consideration of the provision of the Services you agree
  - (a) to act at all times in good faith towards us
  - (b) to provide us with a full and accurate curriculum vitae if you have not already done so, and, if we or the Supplier request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you; for the avoidance of doubt you may be required to produce your original passport and other documents to validate your identity, your address and your work qualifications and you authorise us to take copies for our records
  - (c) to provide us with any information we reasonably request including but not limited to information
    - (i) required for tax reporting purposes (e.g. your NI number, date of birth or address)
    - (ii) relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role
    - (iii) relating to any charges for criminal offences and undischarged criminal convictions

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- (iv) relevant to the decision of a Hirer to engage you including information that may result in the best interests of a Hirer being affected in any way
  - (d) where requested, to provide us, a potential Hirer, or a Supplier with appropriate authority to undertake any background checks including DBS checks or any other checks that may be required to comply with any safeguarding, technical or Hirer requirements that may be applicable from time to time
  - (e) to provide us at interview or as otherwise requested with a full and complete explanation of any gaps in between employment or any temporary assignments including your activity in such gaps so that we are able to comply with any safeguarding, technical or Hirer requirements
  - (f) to promptly advise us of any change to any information previously provided and you warrant that all information you provide hereunder shall be full and accurate in all material respects
  - (g) upon request, to provide us with names of suitable referees that are not Relatives as defined in the Conduct Regulations
  - (h) to the verification, retention and use by us or any third party interposed between us and a Hirer in respect of the provision of the Services of all information and documents we obtain, either from you or from any other party relating to you and whether received by us before or after commencement of any engagement we arrange, for any purpose relevant to this agreement including compliance with statutory or contractual information or reporting requirements
  - (i) to advise us if you wish us to cease working for you.
- 2.1 Where we offer you temporary work we shall provide you with a Proposal. You agree to let us know promptly if it is acceptable, and if not already confirmed to us, whether you wish to provide your services through a Supplier. If you choose to work through a Supplier
- (a) you must confirm to us whether you have a Material Interest in that Supplier
  - (b) if the Supplier is acceptable to us, we may send a Proposal to that Supplier for acceptance. Please note that if a Supplier does not agree a Proposal before you commence work, the arrangements for your engagement will be in accordance with the provisions of this agreement, or an alternative agreement we enter into with you, until such time as we agree otherwise.
- 2.2 On or before the time of acceptance of a Proposal you must inform us whether you have previously worked in any capacity for the Hirer or End User named in the Proposal and if you have so worked, provide us with details of such work.
- 2.3 If you do not wish us to provide your information to any particular Hirer it is important that you inform us in writing, providing us with sufficient detail so that we can recognise all of the persons or organisations you wish to exclude, and we cannot accept any liability if we provide your information to any Hirer other than one you have specifically excluded.

## Section 3 – Assignments

- 3.0 The provisions in this Section apply in respect of each Assignment, and in all cases, we have your authority that we may confirm to a Hirer that you do not have a Material Interest in us.
- 3.1 You agree to keep written records of time worked for the Hirer and have such records signed by a person authorised by the Hirer and submit such records to the Supplier.
- 3.2 You must inform us immediately if you are not provided with access to suitable facilities and amenities on a Hirer or End User site to which you feel you should have access, or if you feel that you are being treated unfairly.
- 3.3 You agree not to do any of the following:
- (a) anything that may damage our reputation or that of the Hirer or cause our agreement with the Hirer to be terminated
  - (b) divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs, business or methods of us or the Hirer or End User or information received from us or the Hirer or End User except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
  - (c) discuss with the Hirer or End User the terms of this agreement, an Assignment or the Supplier's engagement with us other than strictly as required for the proper objectives of the Specified Services
  - (d) import any software onto the systems of the Hirer or End User without the prior written consent of the Hirer or End User nor use any facilities provided to you by the Hirer or End User for any purpose other than is authorised by the Hirer or End User
  - (e) not to engage in work for any third party capable of being in conflict with the best interests of us or the Hirer.
- 3.4 Upon termination of an Assignment, or an earlier request, you agree to deliver up to the Hirer or End User all documents and materials of the Hirer or End User in your possession.
- 3.5 The benefit of any work undertaken by you including any copyright or intellectual rights of any kind in such work shall respectively be and remain the property of the Hirer or End User and you will sign all documents required for verification of such rights as belonging to the Hirer or End User.
- 3.6 Subject to any provision to the contrary that applies where your services are provided through a Supplier, you shall be subject to the direction, supervision and control of the Hirer or End User to the extent necessary for the proper provision of the Specified Services and comply with such rules and regulations of the Hirer or End User as are relevant to external contractors.
- 3.7 We shall make payments due under any contract relevant to an Assignment regardless of whether we have received payment from the Hirer, but this provision shall not apply if we have received a Notice of Opt Out.

## Section 4 - Services through a Supplier

- 4.0 Where your services are provided through a Supplier, the decision to do so is solely yours, and the following provisions in this Section shall apply.
- 4.1 The provisions and obligations applicable to the services, including details of any annual leave entitlement relating to your work, shall be stipulated in a separate agreement between you and the Supplier.
- 4.2 The rate of remuneration payable to the Supplier for any work performed by you, the frequency with which payment shall be made, and the length of notice to be given by you or us to terminate any work found by us for you shall be stipulated in an Assignment confirmation, either agreed between you and us or agreed between us and the Supplier.

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- 4.3 You warrant in each case that you are qualified and suited as a representative of the Supplier in performance of the Specified Services and that you are aware of the terms of the Proposal, or shall ensure that you become aware of the terms of the Proposal before commencing the Specified Services, and shall, to the extent work is undertaken by you for the Supplier, perform such work promptly, efficiently and professionally and in good faith with due care and skill on the Supplier's behalf for the Hirer or End User with regard to the relevant terms of that Proposal and the Specified Services requirements.
- 4.4 You will inform us promptly if for any reason you consider that the Supplier is not meeting its statutory obligations towards you or if your engagement with the Supplier ceases for any reason.
- 4.5 You acknowledge and agree that under our contract with the Supplier we shall require that all payments to you in relation to any work carried out by you shall be paid in accordance with UK tax law; accordingly
  - (a) you agree to inform us immediately if payments to you are made pursuant to any Arrangement
  - (b) you shall indemnify and keep us, our directors and the Hirer indemnified against any loss, claim, demand or damages (including costs arising from any such claim or demand) made by any other person or Tax Authority for monies in respect of income tax or National Insurance which should have been paid were it not for the existence of the Arrangement or the provision of your services through the Supplier.

## Section 5 - Restrictions

- 5.0 During an Assignment or for 6 months thereafter you agree not to do any act capable of being in competition with us in relation to the relevant Hirer or End User and you acknowledge that you agree this clause as a result of the provision by us or the Hirer of confidential information to you.
- 5.1 You agree neither during an Assignment nor for 12 months thereafter to directly or indirectly solicit or entice away from us any of our officers, agents or employees that have been involved in any matter relating to this agreement or an Assignment without our prior written consent.
- 5.2 Bribery is a serious offence. Accordingly you agree not to do anything that may be construed or perceived by us as bribery, whether intended for our or your own benefit. Without prejudice to any other remedy available to us, breach of this provision shall entitle us to terminate any Assignment and/or this agreement immediately.
- 5.3 You agree that you shall not, during an Assignment or thereafter for a period equivalent to the period of supply under the Assignment or, where there has been more than one Assignment within the last two years, for the total period of all Assignments within the last two years with the same relevant Hirer (but not being less than 3 months nor more than 12 months) either directly or indirectly (whether under a contract of service or a contract for services or through any third party) provide similar consultancy services to the Hirer or End User except by contract through us other than with our prior written approval, but this provision shall not apply where we have not received a valid Notice of Opt Out.

## Section 6 - Liability

- 6.0 Whilst we shall at all times act in good faith, we do not guarantee that any work will be found or any Proposal concluded and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you.
- 6.1 You recognise that a Hirer may withdraw an opportunity at any time before commencement of an Assignment and, whilst we shall endeavour to obtain accurate information from a Hirer, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy.
- 6.2 We shall not be liable for any loss or damages if work found for you is not suitable, for any action, tort or breach of contract by a Hirer or any third party with whom you or we contract, for any failure by us to provide any information or service, save to the extent strictly required by law or arising out of any representation made by a Hirer to you or any third party with whom you or we contract, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Hirer to us.
- 6.3 Without prejudice to the provisions of this Section 6 our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law.

## Section 7 – General

- 7.0 Save as otherwise provided for in this agreement, you may terminate this agreement on giving us one week's written notice, provided that if given during an Assignment it will have the effect of terminating the agreement at the end of the Assignment. Our notice to you of cessation of our work finding services, which we may decide to cease at any time for any reason, shall have the effect of terminating this agreement subject only to those clauses intended to have effect following termination, which shall survive termination.
- 7.1 You agree to co-operate fully with us and any Hirer in relation to any investigation by us, the Hirer or any regulatory body including any Tax Authority, which relates to either the provision of your work services, your status, or any payments made to you or any matter covered by Sections 3 or 4 including, but not limited to, the provision of any information as may be required for the purpose of compliance with our statutory or contractual obligations.
- 7.2 No provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable.
- 7.3 This agreement is personal to you and you may not assign it.
- 7.4 Other than for third party rights specifically conferred in or under this agreement, the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 7.5 For the avoidance of doubt we are not a legal agent for a Hirer or any other party and a Hirer is not a legal agent for us for any purpose. If we appoint another party to act as our legal agent we shall inform you.
- 7.6 Any notice under this agreement shall be in writing and sent to the addressee at the last known address by first class post or to a default email address specified by us for the purpose. Where no default email address is specified by us you may not provide notice

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- to us by email. Notice shall be deemed to have been received, in the case of post on the postal delivery date following the date of posting, and in the case of email on the date of acknowledgement of receipt.
- 7.7 The definitions and meanings herein apply throughout. Words importing one gender include all other genders and words importing the singular include the plural and vice versa. Headings are for guidance purposes only. Each portion of this agreement, defined by punctuation, paragraphs, sections or numbering, is separate, distinct and severable and to give meaning to the intention herein the Court may modify any portion of this agreement that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions, including those modified hereunder, shall continue in full force and effect.
- 7.8 Any reference to a statute, regulation or statutory provision shall include reference to any amendments, subordinate legislation or modifications thereto.
- 7.9 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise shall prevent or restrict the further exercise of that, or any other, right or remedy.
- 7.10 In the event of a conflict between this agreement and our contract with a Supplier for the supply of your services, this agreement shall prevail, and for the avoidance of doubt
- (a) this agreement shall continue to apply in respect of your personal obligations to us
- (b) save in respect of relevant conflicts, the contract with a Supplier shall be the effective contract for the provision of services by the Supplier.
- 7.11 This agreement supersedes any previous agreement relating to work finding services, and you acknowledge that you have not relied on any representations made by us that are not set out in this agreement, which may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer.
- 7.12 The Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

## Definitions and Meanings

<b>Arrangement</b>	any arrangement that you enter into with a third party that results in a lower payment of tax and national insurance or a higher payment to you by reason of any kind of scheme including any offshore arrangement
<b>Assignment</b>	a Proposal agreed with you and/or a Supplier
<b>Conduct Regulations</b>	the Conduct of Employment Agencies and Employment Businesses Regulations 2003
<b>Data Protection Laws</b>	the EU Regulation 2016/679 (General Data Protection Regulation) and any other data protection legislation applicable in the UK and use herein of 'Personal Data' has the meaning defined therein
<b>End User</b>	any third party for whom, or at whose premises, the Specified Services are performed as directed by a Hirer
<b>Hirer</b>	a client of ours including any third party with whom we have a relationship of any kind as a client, or a potential client, who may be interested in engaging you or does engage you, or who may wish to utilise your services in any way including, for each Assignment such third party who is specified to be the Hirer in a Proposal
<b>Material Interest</b>	has the meaning given in s.51(4) of the Income Tax (Earnings and Pensions) Act 2003, save that under s.51(4)(a) beneficial ownership shall mean any beneficial ownership
<b>Notice of Opt Out</b>	a notice of opt out under regulation 32(9) the Conduct Regulations that regulation 32(1) – (8) of the Conduct Regulations does not apply
<b>Privacy Notice</b>	our privacy policy made pursuant to the Data Protection Laws, which can be found on our website at <a href="https://www.millbank.com/about/our-policies/privacy-policy">https://www.millbank.com/about/our-policies/privacy-policy</a>
<b>Proposal</b>	an offer of temporary work setting out the identity of the specific Hirer, location, Assignment term, hours of work and any other special terms, and if appropriate the Supplier selected by you. Please note that the Proposal will be sent to a Supplier for acceptance and we shall not proceed with a Supplier unless and until acceptance is communicated to us
<b>Specified Services</b>	the work requirements under an Assignment
<b>Supplier</b>	a person or company through which the Specified Services shall be provided