

## Terms & Conditions

- All business undertaken by Exsurgo Partnership Ltd (hereafter called **EXSURGO**) is subject to the terms and conditions set out below. In the event of a conflict between these and any other terms and conditions, the former shall prevail unless expressly otherwise agreed by **EXSURGO** in writing.
- Definitions:** “**Applicant**” means a person or limited company introduced by **EXSURGO** to the Client for the purpose of a permanent or fixed term position with the Client. “**Client**” means the person, firm or corporate body, or associated company to which the Applicant is introduced. “**Worker**” means a person or limited company introduced or supplied by **EXSURGO** to the Client for the purpose of a temporary assignment. “**Agency Workers Regulations**” means the Agency Workers Regulations 2010. “**AWR Claim**” means any complaint or claim to a tribunal or court made by or on behalf of the Worker against the Client and/or **EXSURGO** for any breach of the Agency Workers Regulations. “**Calendar Week**” means any period of seven days starting with the same day as the first day of the First Assignment. “**Comparable Employee**” means as defined in Schedule 1 to these Terms. “**First Assignment**” means: (a) the relevant assignment; or (b) if, prior to the relevant assignment: (i) the Worker has worked in any assignment in the same role with the relevant Client as the role in which the Worker works in the relevant assignment; and (ii) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client). “**Qualifying Period**” means 12 continuous Calendar Weeks during the whole or part of which the Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role, and as further defined in Schedule 1 to these Terms; “**Relevant Terms and Conditions**” means terms and conditions relating to: (a) pay; (b) the duration of working time; (c) night work; (d) rest periods; (e) rest breaks; and (e) annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client
- The arrangement of an interview of an Applicant or the engagement by the Client of a contract or temporary Worker introduced by **EXSURGO**, whether effected by **EXSURGO** or directly by the Client, shall be deemed to be acceptance of these terms and conditions except that where **EXSURGO** is retained by the Client, these terms and conditions shall apply upon acceptance by **EXSURGO** of the Retained Assignment.
- Any amendment to these Terms and Conditions must be in writing and signed by an authorised representative of **EXSURGO**.
- EXSURGO** shall endeavour to ensure the suitability of any Applicant or Worker introduced to the Client but makes no warranty, express or implied as to the suitability of any Applicant or Worker prior to their engagement. **EXSURGO** will only take up references if expressly requested by the Client. Clients are recommended to take up references before engagement.
- EXSURGO** shall not be liable to the Client for any loss, liability, damage, costs or expense suffered by the Client arising from the engagement of any Applicant or Worker however so arising.
- Payment Terms:** All monies due shall be paid by the Client within **7 DAYS** of the date of the invoice. Failure to settle accounts within 7 days will mean that interest at two per cent (2%) per annum above HSBC base rate will be charged on our standard fee rate thereafter. Failure to settle accounts within 7 days will also result in the refund guarantee being forfeited.

## Terms and Conditions for the Introduction of Permanent or Contract Staff

- When introducing an Applicant for permanent or fixed term employment, **EXSURGO** is operating in the capacity of an employment agency.
- The Client agrees to provide **EXSURGO** with sufficient information to assess the suitability of the Applicant for the position, including but not limited to: the commencement date, the nature of the business and the position, the type of work required to be carried out, the location at which and the hours during which the Applicant would be required to work, the experience, training and qualifications which the Client considers necessary (or which are required by law or by any professional body) for the Applicant to possess in order to carry out the role, the minimum remuneration, intervals of payment and any other benefits offered, the length of notice either party would be required to give, and any risks to health and safety. The Client is responsible for satisfying itself that an Applicant is suitable for the position.
- An introduction fee shall become payable by the Client on the day the Client and the Applicant enter into a contract to engage the Applicant (which term includes employment or use whether under a contract of service or for services). Introduction fees will be charged whether or not the Client knew of the Applicant previously.
- Fees are charged on the basis of the gross annual remuneration package (including salary and any guaranteed payments). Where a company car is included £5,000 will be added to the salary for the purpose of calculating the fee. Where a car allowance is included the actual amount of the car allowance will be added to the salary for the purpose of calculating the fee. In the event of a part time appointment, the fee and the fee percentage applied will be based on the equivalent full time gross annual remuneration. VAT will be charged in addition to the fee.
- Introduction Fees:**

Remuneration up to £19,999	20.0%
£20,000 to £29,999	22.5%
£30,000 to £39,999	25.0%
£40,000 to £49,999	27.5%
£50,000 +	30.0%
- Refund Guarantee:** Should a permanent engagement terminate within eight weeks of the date of commencement and provided that the Client had notified **EXSURGO** in writing, settled all monies due and the termination is not due to redundancy, then **EXSURGO** will endeavour to find a replacement at no extra cost. If **EXSURGO** is unable to find a permanent replacement within four weeks the Client shall receive a credit against the fee as follows: -

Up to 4 weeks service:	75% refund
Over 4 weeks and up to 8 weeks service:	25% refund

The above refund shall not apply when a previously engaged temporary or contract employee is taken on permanently.
- If **EXSURGO** provides an advertising service (which term includes mail-shots) to the Client, the Client will pay all prior agreed advertising costs incurred by **EXSURGO**, within 7 days of the invoice date. Advertising may only be cancelled on sufficient notice to enable **EXSURGO** to withdraw the advertisement. The Client accepts that any artwork charges incurred may still be charged even if the advertisement is cancelled.
- Retained Assignments:** The total fee (calculated as for Introduction Fees) will be payable in three instalments as follows: a retainer fee (of 10% of gross annual remuneration) due immediately upon commencement of the assignment and not returnable under any circumstances: a shortlist fee (of 10% of gross annual remuneration), non-returnable, payable upon presentation of a minimum of 3 candidates: a completion fee (total fee based on actual gross remuneration of the Applicant minus the Retainer fee and Shortlist fee (if levied)) payable on the day an Applicant agrees to an engagement with the Client.
- When a Retained Assignment is cancelled by the Client or altered by the Client an additional payment of 50% of the remaining fees plus the advertising and other associated expenses will be paid by the Client
  - When a Retained Assignment is cancelled by a Client as a result of the role being filled internally or via a 3<sup>rd</sup> party i.e. another agencies candidate, an additional payment of 50% of the remaining fees plus advertising and other associated expenses, will be paid by the Client.
  - When a Retained Assignment is cancelled, the fees paid or outstanding cannot be transferred to another retained assignment.

16.3 The maximum amount of time a Retained Assignment can be placed on hold for is 90 days, if the assignment is still on hold or cancelled after 90 days, 100% of the fees owed will be paid by the Client.

17. <b>Contact Fees:</b>		<b>Up to 6 months</b>	<b>More than 6 months</b>
	Remuneration up to £19,999	30.0%	25.0%
	£20,000 to £29,999	32.5%	27.5%
	£30,000 to £39,999	35.0%	30.0%
	£40,000 to £49,999	37.5%	32.5%
	£50,000 +	40.0%	35.0%

Contract fees are expressed as a percentage of the first year's gross annual remuneration package. The contract fee due will be equivalent to 'x' / 12ths of the appropriate salary package multiplied by the fee percentage (where 'x' denotes the duration of the contract in months) and will be invoiced in full at the start of the contract. In the event that the Worker does not complete the period of the contract no refund is payable.

18. If the Client wishes to extend the agreed initial period of contract then a further fee will be payable, calculated as in Condition 16 as if this was a new separate contract.
19. If the Client wishes to employ the Worker on a permanent basis, then in addition to the contract fee already paid the Client shall pay an introduction fee in accordance with condition 12. If the Client continues to use the services of the Worker (whether on a permanent, contract or temporary basis, whether direct or via a Limited Company or via any third party) within 6 months after the last contract has been completed, then **EXSURGO** will charge the Client the appropriate contract extension fee or introduction fee in accordance with condition 12.
20. A fee in accordance with condition 12 is payable in the event of any Applicant or Worker being engaged by the Client or an associated Company, or in the event of the Client or any of its associates using the services of the Worker, in any capacity, (other than through **EXSURGO**) whether facilitated directly or indirectly by the Client or the Worker within 6 months from the termination of an assignment or the arrangement of an interview.
21. If the Client introduces or re-introduces an Applicant or Worker to a third party resulting in the engagement of the Applicant by that third party within 6 months from the termination of an assignment or the arrangement of an interview an introduction fee shall be payable by the Client in accordance with Condition 12.
22. A fee in accordance with condition 12 will be payable if the Client or an associated Company engages in any capacity any person who at the time of the engagement or 13 weeks prior thereto was employed by **EXSURGO**.

## Terms & Conditions for the Provision of Temporary Workers

23. When introducing or supplying a temporary Worker for a temporary assignment, **EXSURGO** is operating in the capacity of an employment business.
24. The Client agrees to provide **EXSURGO** with sufficient information to assess the suitability of the Worker, including but not limited to: the duration or the likely duration of the assignment, the nature of the business and the position, the type of work required to be carried out, the location at which and the hours during which the Worker would be required to work, the experience, training and qualifications which the Client considers necessary (or which are required by law or by any professional body) for the Worker to possess in order to carry out the Assignment, any risks to health and safety relevant to the Assignment, and what steps the Client has taken to prevent or control such risks.
25. The Client shall not instruct, or allow the Worker to undertake any work requiring special skills, experience, qualifications or authorisation unless specified at the outset of the assignment, in accordance with Condition 23.
26. The Client will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.
27. To enable **EXSURGO** to comply with its obligations under the Agency Workers Regulations, the Client undertakes as soon as possible prior to the commencement of each assignment and during each assignment (as appropriate) and at any time at **EXSURGO's** request:
  - 27.1 to inform **EXSURGO** of any Calendar Weeks since 1 October 2011 in which the relevant Worker has worked in the same or a similar role with the Client via any third party, prior to the date of commencement of the relevant assignment and/or during the relevant assignment which count or may count towards the Qualifying Period;
  - 27.2 if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant assignment and/or works in the same or a similar role with the Client via any third party during the relevant assignment, to provide **EXSURGO** with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by **EXSURGO**;
  - 27.3 to inform **EXSURGO** if, since 1 October 2011, the Worker has prior to the date of commencement of the relevant assignment and/or during the relevant assignment:
    - 27.3.1 completed two or more assignments with the Client;
    - 27.3.2 completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
    - 27.3.3 worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role;
  - 27.4 save where the Worker will not complete the Qualifying Period during the term of the assignment, to:
    - 27.4.1 provide **EXSURGO** with written details of the basic working and employment conditions the Worker would be entitled to for doing the same job if the Worker had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
    - 27.4.2 inform **EXSURGO** in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
    - 27.4.3 if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide **EXSURGO** with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and
    - 27.4.4 inform **EXSURGO** in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant assignment after the Qualifying Period commenced; and
    - 27.4.5 provide **EXSURGO** with written details of its pay and benefits structures and appraisal processes and any variations of the same.
  - 27.5 In addition, for the purpose of awarding any bonus to which the Worker may be entitled under the Agency Workers Regulations, the Client will:
    - 27.5.1 integrate the Worker into its relevant performance appraisal system;
    - 27.5.2 assess the Worker's performance;
    - 27.5.3 provide **EXSURGO** with copies of all documentation relating to any appraisal of the Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
    - 27.5.4 provide **EXSURGO** with all other assistance **EXSURGO** may request in connection with the assessment of the Worker's performance for the purpose of awarding any bonus.

27.6 The Client will comply with all **EXSURGO's** requests for information and any other requirements to enable **EXSURGO** to comply with the Agency Workers Regulations.

27.7 The Client warrants that:

27.7.1 all information and documentation supplied to **EXSURGO** in accordance with Condition 26 is complete, accurate and up-to-date; and

27.7.2 it will, during the term of the relevant assignment, immediately inform **EXSURGO** in writing of any subsequent change in any information or documentation provided in accordance with Condition 26;

27.8 Without prejudice to Conditions 49 and 50, the Client shall inform **EXSURGO** in writing of any:

27.8.1 oral or written complaint the Worker makes to the Client which is or may be a complaint connected with rights under the Agency Workers Regulations; and

27.8.2 written request for information relating to the Relevant Terms and Conditions that the Client receives from the Worker

as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Client and the Client will take such action and give such information and assistance as **EXSURGO** may request, and within any timeframe requested by **EXSURGO**, in order to resolve any such complaint or to provide any such information in a written statement to the Worker within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Client will provide **EXSURGO** with a copy of any such written statement.

28. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Worker for the Worker to fill the assignment.

29. The Client agrees to pay the hourly rate charge of **EXSURGO** advised at the time of booking of the Worker for all the hours actually worked. The hours actually worked will be stated on a weekly time sheet duly authorised by the Client in acceptance of **EXSURGO's** charge. The Charges are calculated according to the number of hours worked by the Worker and comprise the following: the Worker's hourly rate of pay; an amount equal to any paid holiday leave to which the Worker is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of an assignment; any other amounts to which the Worker is entitled under the Agency Workers Regulations, where applicable; employer's National Insurance contributions; **EXSURGO's** commission. Such charges are invoiced weekly and payable within 7 days. If a Client wishes to withdraw authorisation of a time sheet **EXSURGO** can only comply subject to the receipt of that instruction in writing before payment to the Worker by **EXSURGO**.

30. Travelling, hotel or other expenses as may be agreed shall be itemised on **EXSURGO's** invoice in addition to the hourly rate charge.

31. **EXSURGO** reserves the right to vary the charge on any extension or subsequent assignment and further to review and vary the charges on an existing assignment subject only to seven days' prior notification of such variation being given to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or if there is any variation in the Relevant Terms and Conditions.

32. In addition to the Charges, the Client will pay **EXSURGO** an amount equal to any bonus that the Client awards to the Worker in accordance with Condition 26.5 immediately following any such award and **EXSURGO** will pay any such bonus to the Worker. For the avoidance of doubt, the Client will also pay any employer's National Insurance Contributions and **EXSURGO's** commission on the bonus (calculated using the same percentage rate as that used under Condition 28) in addition to any bonus payable to the Worker.

33. In the event of non-payment **EXSURGO** may without prejudice to its other rights, terminate this contract and withdraw the Worker upon three hours notice to the Client.

34. **EXSURGO** will be responsible for the Worker's wages, holiday pay (where appropriate) and deduction and payment of all national insurance contributions and PAYE deductions where required.

35. The Client undertakes to supervise the Worker. If the Client reasonably considers that the services of the Worker are unsatisfactory, the Client may terminate the assignment either by instructing the Worker to leave immediately, or by directing **EXSURGO** to remove the Worker. **EXSURGO** may in such circumstances reduce the charges for the time worked by that Worker, provided that the assignment terminates within two hours of the commencement of the assignment, and provided that notification of the unsuitability of the Worker is confirmed in writing within 48 hours of the termination of the assignment.

36. In any of the following events the Client agrees to pay a fee in accordance with **EXSURGO's** standard introduction fees as detailed in Condition 12:

- (i) if the Worker is taken on permanently or subsequently engaged in any capacity by the Client whether direct or via an employment business or via any other third party, for a fixed or indefinite period; or
- (ii) in the event of the Client or any of its associates using the services of the Worker, in any capacity, (other than through **EXSURGO**) whether facilitated directly or indirectly by the Client or the Worker; or
- (iii) if the Client engages the Worker in any capacity, as a result of the Worker responding to internal or external advertisements published by or on behalf of the Client; Conditions (i) (ii) and (iii) above shall apply to any Worker introduced by **EXSURGO**, regardless of whether such introduction resulted in the supply of that Worker.

37. No refund is available for introduction fees arising from the events detailed in condition 35 whether or not engagement continues. Introduction fees will be charged whether or not the Client knew of the Applicant previously.

38. As an alternative to payment of the introduction fee, arising from one of the events detailed in condition 35, and subject to electing upon giving 7 days prior written notice, the Client may continue to engage the Worker for a period of 6 months (the "Extended Hire Period") during which the Client shall pay the current hourly charge agreed pursuant to condition 28 for each hour the Worker is supplied. However, where the Client does not give such notice before the Worker is engaged the parties agree that the introduction fee shall be due.

39. If the Client elects for an Extended Hire Period, but before the end of the period engages the Worker either directly or via a third party, or if the Worker chooses not to be supplied for an extended period of hire, the Introduction fee shall be due.

40. The introduction fee will not be payable if any of the events referred to in condition 35 occur after the end of the Relevant Period. "Relevant Period" means 14 weeks from the first day on which the Worker was supplied to the Client or 8 weeks from the day after the last day on which the Worker was supplied to the Client, whichever ends later. Each new assignment where there has been a break of more than 6 weeks since the end of a previous assignment shall be considered to be the first assignment. In an event where there has been no supply of the Worker then the Relevant Period shall not apply.

41. In the event that a Limited Company contractor has elected to opt-out of The Conduct of Employment Agencies and Employment Businesses Regulations 2003 in accordance with its regulation 32 then the Extended Hire Period and the Relevant Period shall not apply.

42. The Client shall be liable to pay an introduction fee if the Client engages a Worker introduced by **EXSURGO** other than via **EXSURGO** or introduces the Worker to a third party and such introduction results in an engagement of the Worker by the third party other than via **EXSURGO** and:

42.1 where the Worker has been supplied by **EXSURGO** such engagement takes place during the assignment or within the Relevant Period;

or

42.2 where the Worker has not been supplied, such engagement takes place within 6 months from the date of the introduction to the Client. The

introduction fee will be calculated in accordance with Condition 12.

43. Any of the Client, **EXSURGO** or the Worker may terminate an Assignment at any time without prior notice and without liability. The Client shall notify **EXSURGO** immediately and without delay and in any event within 24 hours if the Worker fails to attend work or notifies the Client that he is unable to attend work for any reason.

44. **Workers are engaged by EXSURGO under contracts for services.** They are not the employees of **EXSURGO** but are deemed to be under the direction and control of the Client from the time the Worker reports to take up duties and for the duration of the assignment, and the Client agrees to be responsible to third parties for all acts, errors and omissions be they wilful, neglect or otherwise as though the Worker were the direct employee of the Client and the Client will in all respects comply with the statutory by-laws and legal requirements to which the Client is ordinarily subject in respect of all the Client's own staff but excluding matters specifically mentioned in Condition 33 above.

45. **EXSURGO** undertakes to keep confidential all Relevant Terms and Conditions that the Client discloses to **EXSURGO** and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Worker or any AWR Claim).
46. The Client shall advise **EXSURGO** of any special health and safety matters about which **EXSURGO** is required to inform the Worker and about any requirements imposed by law or any professional body, which must be satisfied if the Worker is to fill the Assignment.
47. The Client will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Condition 33 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Worker during all Assignments.
48. The Client hereby undertakes to insure against all risks to third parties arising out of any acts or defaults of the Worker during the assignment and to indemnify **EXSURGO** against all claims, costs and damages arising out of the assignment. The Client further undertakes to insure the Worker for all risks in respect of claims made by third parties. The Client shall indemnify **EXSURGO** and keep it indemnified against all costs claims or liabilities incurred by **EXSURGO** arising from any loss, injury, damage, expense or delay suffered by the Client, the Worker or any third party as a result of any breach by the Client of any of its obligations under these Terms and Conditions or as a result of any act of omission of the Worker.
49. The Client shall inform **EXSURGO** in writing of any AWR Claim which comes to the notice of the Client as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Client.
50. If the Worker brings, or threatens to bring, any AWR Claim, the Client undertakes to take such action and give such information and assistance as **EXSURGO** may request, and within any timeframe requested by **EXSURGO** and at the Client's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.
51. **EXSURGO** shall not be liable for any failure to provide a temporary worker in accordance with the Client's stated requirements for all or part of the period of the booking. **EXSURGO** reserves the right to substitute another temporary employee at any time.
52. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

## Schedule 1: "Comparable Employee", "Qualifying Period" and "Temporary Work Agency"

"Comparable Employee" means as defined in Regulation 5(4) of the Agency Workers Regulations being an employee of the Client who:

- (a) works for and under the supervision of the Client and is engaged in the same or broadly similar work as the Worker having regard, where relevant, to whether the employee and the Worker have a similar level of qualification and skill; and
- (b) works or is based at the same establishment as the Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

For the purpose of the definition of "Qualifying Period" in Condition 2 of these Terms, when calculating whether any weeks completed with the Client 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 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 Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by **EXSURGO**, the 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 Worker returns to work;
  - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Worker is otherwise entitled which is:
    - i. ordinary, compulsory or additional maternity leave;
    - ii. ordinary or additional adoption 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. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
  - (v) wholly due to the fact that the Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
  - (vi) wholly due to a temporary cessation in the Client's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Client;
  - (vii) wholly due to a strike, lock-out or other industrial action at the Client's establishment; or
  - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- (c) the Worker returns to work in the same role with the Client, any weeks during which the Worker worked for the Client before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Worker works for the Client after the break. In addition, when calculating the number of weeks during which the Worker has worked, where the Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i, ii, or iii., for the period that is covered by one or more such reasons, the Worker shall be deemed to be working in that role with the Client for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- (a) supplying individuals to work temporarily for and under the supervision and direction of Clients; 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 Clients.
- Notwithstanding 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 Clients. For the purpose of this definition, a "Client" 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.