

Terms and Conditions of Business for Temporary Workers (PAYE)

March 2016

1. TERMS OF ENGAGEMENT

1.1 These Terms constitute a contract for services between the Employment Business defined in Schedule One and the Temporary Worker and apply to every Assignment offered to and accepted by the Temporary Worker. These terms render void any other agreement between the Employment Business and the Temporary Worker. No contract shall exist between the Employment Business and the Temporary Worker between Assignments.

1.2 The Employment Business agrees to offer to the Temporary Worker the opportunity of an Assignment with a Client. The Employment Business reserves the right to offer an Assignment to such Temporary Worker as it may elect where that Assignment is suitable for several Temporary Workers.

1.3 When making an offer of temporary work the Employment Business shall be engaging the Temporary Worker as principal.

1.4 The Employment Business will be acting as an employment business (as defined by the Employment Agencies Act 1973) in relation to the Temporary Worker.

2. ASSIGNMENT

2.1 The Employment Business will seek to find the Temporary Worker Assignments at its Clients from time to time. The Temporary Worker is under no obligation to accept or continue in any Assignment offered by the Employment Business. If the Temporary Worker does accept an Assignment he will:

2.1.1 perform the Services with reasonable skill and care and in accordance with any professional standards that may, from time to time apply, to the Services

2.1.2 be under the direction, supervision and control of the Client and will co-operate with the Client's reasonable instructions and conform to all site and other rules and regulations to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;

2.1.3 safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies of the Client and/or of the Customer (where applicable);

2.1.4 not engage in any conduct detrimental to the interest of the Client;

2.1.5 keep confidential any information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances obtained during the performance of the Services; and

2.1.6 upon being requested by the Employment Business, to assign to the Employment Business, Client or such other person as the Employment Business shall nominate, absolutely all intellectual property or other rights created during the performance of

the Services (the "Rights") and to execute all documents and perform such acts as are required to protect and assign the Rights to enable the Employment Business to assign such Rights to the Client or the Customer as may be required.

2.2 The Temporary Worker acknowledges that he/she has not by virtue of this Agreement, or by accepting an Assignment, or otherwise, become an employee of the Employment Business and that the nature of the Temporary Worker's work is such that there may be periods between Assignments when no Assignment is available. The Temporary Worker acknowledges that the suitability of any Assignment offered shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer any Assignment.

2.3 In the event that the Client wishes to employ the Temporary Worker direct, or through another employment business, or introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker, either: prior to the first Assignment; during the course of an Assignment; or within the period of either 14 weeks from the first day on which the Temporary Worker worked for the Client or 8 weeks from the day after the Temporary Worker was last supplied by Employment Business to the Client, the Temporary Worker acknowledges that the Employment Business may be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client.

2.4 A Temporary Worker who has a query connected with any aspect of his/her Assignment may discuss the query with the manager of the Employment Business' branch office through which the Temporary Worker was offered the Assignment with the Client.

2.5 The Temporary Worker undertakes as soon as possible prior to the commencement of an Assignment to inform the Employment Business of any occasions in which the Temporary Worker has worked in the same or similar role with the Client via any third party which the Temporary Worker believes may count towards the twelve week qualifying period under the Agency Workers Regulations 2010 for equal treatment in respect of basic working and employment conditions. The Temporary Worker further undertakes to provide the Employment Business with any further information in this regard as the Employment Business may reasonably request.

2.6 The Temporary Worker shall:

2.6.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

2.6.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act

- 2010 if such activity, practice or conduct had been carried out in the UK
- 2.6.3 comply with the Employment Business's Ethics, Anti-bribery and Anti-corruption Policies and in each case as the Employment Business may update from time to time.
- 2.6.4 promptly report to the Employment Business any request or demand for any undue financial or other advantage of any kind received by the Temporary Worker in connection with the performance of this Agreement.

Breach of this clause 2.6 shall be deemed a material breach of contract and shall entitle the Employment Business at its absolute discretion to terminate the Agreement in accordance with clause 9. For the purpose of this clause 2.6, all definitions shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. The Act and Guidance can be viewed via the following link: <http://www.justice.gov.uk/guidance/making-and-reviewing-the-law/bribery.htm>.

3. REMUNERATION

- 3.1 The Temporary Worker is engaged by the Employment Business as a worker, and accordingly the Employment Business is required to make statutory deductions from the Temporary Worker's remuneration in accordance with clause 3.3. Notwithstanding this, it is expressly agreed by the Temporary Worker that this contract shall not give rise to a contract of employment between the Employment Business and the Temporary Worker, or the Temporary Worker and the Client.
- 3.2 Temporary Workers are offered Assignments as Temporary Workers under a contract for services. No period engaged with any other agency will affect the Temporary Worker's status as a worker. The Employment Business shall pay the Temporary Worker the Fee for the provision of the Services, which may vary from Assignment to Assignment but which shall be no less than the prevailing rate of the National Minimum Wage. The total Fee paid to the Temporary Worker will be the product of the hourly rate and the hours the Temporary Worker worked for the Client to the nearest quarter of an hour. Lunch and other rest breaks do not comprise part of the hours worked. The Employment Business shall not make any payment to the Temporary Worker for hours not worked.
- 3.3 Payment shall be made in accordance with the Payment Frequency subject to deductions of National Insurance, PAYE Income Tax and any other deductions which the Employment Business is required by law to make. The Temporary Worker will be required to complete a record of work (signed or otherwise authorised by the Client) in accordance with Schedule Two confirming the hours worked in order for the calculation of the Fee to be made. The Temporary Worker shall promptly notify the Employment Business if the Client refuses or otherwise omits to sign or authorise the Temporary Worker's record of work.
- 3.4 Subject to the Temporary Worker's compliance with Schedule Two, the Employment Business will make payment to the Temporary Worker for all work performed for the Client (whether or not the

Employment Business has received payment from the Client) however the Temporary Worker hereby agrees the Employment Business may make deductions from payments due to the Temporary Worker, in respect of:

- 3.4.1 Services which the Employment Business is satisfied have not been carried out by the Temporary Worker, or
- 3.4.2 Services which have not been carried out by the Temporary Worker to the standard required (provided that any deduction relates only to that part of the Services which have not been performed to the standard required); or
- 3.4.3 any damages, losses, claims, expenses, costs suffered by the Employment Business, Client or any third party arising out of or in connection with the Services performed by the Temporary Worker; or
- 3.4.4 any excess of holiday pay, or any overpayment (whether of Fees and/or expenses or otherwise) made by the Employment Business.

3.5 Subject to any statutory entitlement, the Temporary Worker is not entitled to receive payment from the Employment Business or the Client for any time not spent on an Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

3.6 None of the provisions of this Agreement with regard to any statutory entitlement of the Temporary Worker to paid leave shall affect the Temporary Worker's status as a worker.

3.7 The Temporary Worker hereby agrees to exclude the maximum weekly working time limit of 48 hours in accordance with Regulation 5 of the Regulations. The Temporary Worker may give 4 weeks written notice to the Employment Business at any time to opt back into the maximum weekly working time of 48 hours.

3.8 If the Employment Business incurs or suffers any costs, expenses, damages or any financial loss or other liability, loss or damage because the Temporary Worker breaches any term or condition of this Agreement then the Temporary Worker shall reimburse the Employment Business accordingly. If the Employment Business so chooses, it can set-off the amount to be reimbursed by the Temporary Worker in whole or in part, against payments due to the Temporary Worker under this Agreement.

4. THE REGULATIONS

4.1 For the purposes of the Regulations the Temporary Worker's working time shall consist only of those periods during which he/she is providing Services to the Client during the Assignment. Time spent travelling to the Client's premises, time spent on standby whilst officially "on call" pending actual call out, lunch and other rest breaks shall not count as part of the Temporary Worker's working time and no payment will be made for those periods.

4.2 Without prejudice to Clause 2.2 of these Terms the parties agree that, due to the PAYE method of remuneration under these Terms, the Temporary Worker shall be entitled to paid holiday in accordance with the Regulations.

- 4.3 Under the Regulations, the Temporary Worker is entitled pro-rata to the current statutory minimum of paid leave per annum. All entitlement to leave must be taken during the course of the Holiday Year in which it accrues and none may be carried forward to the next year. Failure to take any holiday by the end of the Holiday Year in which the entitlement arises will result in such outstanding leave being forfeited.
- 4.4 The Fee rate shown in the Assignment Schedule does not include any holiday pay entitlement. Over and above this rate, the Temporary Worker shall, in addition, accrue paid annual leave ("PAL") for each authorised record of work submitted. The Temporary Worker's holiday pay entitlement will be accrued and held by the Employment Business in reserve until the Temporary Worker wishes to take PAL. Subject to sufficient holiday entitlement having accrued, and subject to full compliance with the terms of Clause 4.5 below, the Temporary Worker shall, if he/she takes PAL on a particular day, clearly indicate on the relevant time sheet that PAL is being claimed for that particular day, by clearly noting the words 'Paid Holiday' on the time sheet against the day in question.
- 4.5 Payment for PAL will be calculated by reference to the Temporary Worker's average pay calculated over the most recent twelve weeks during which an authorised record of work was submitted by the Temporary Worker.
- 4.6 The right to PAL accrues in proportion to the amount of time worked continuously by the Temporary Worker during the course of his/her Assignment with the Client. The Temporary Worker may not take more PAL than has accrued to him/her at the time of such holiday. In the event that the Temporary Worker takes leave at any time during the Assignment with the Client's consent, but has not accrued sufficient holiday entitlement, it is understood and agreed by the parties that such leave taken shall be on an unpaid basis, which must be noted on the record of work accordingly.
- 4.7 Holidays shall only be taken by the Temporary Worker upon prior arrangement and authorisation of the Client, at such mutually convenient times for the Temporary Worker and Client shall agree.
- 4.8 The Employment Business may instruct the Temporary Worker to not perform the Services on a bank holiday or other statutory holiday. In the event of such an instruction, the Temporary Worker must note on the record of work if he/she wishes to receive payment in respect of such holiday (subject to the Temporary Worker having accrued sufficient leave) by marking the record of work "Paid Holiday". Any Bank and statutory holidays taken by the Temporary Worker as PAL will count as part of the Temporary Worker's PAL entitlement and his/her PAL entitlement will be reduced accordingly.
- 4.9 In the Holiday Year in which the Temporary Worker ceases providing Services under Assignments introduced through the Employment Business, the Temporary Worker shall be obliged to repay to the Employment Business any monies received from the Employment Business in respect of statutory holiday entitlement taken in excess of that entitlement.
- 4.10 The Temporary Worker may under the Agency Workers Regulations 2010 become entitled to additional days of paid annual leave upon completion of a twelve week qualifying period. Any such entitlement will be notified to the Temporary Worker.
- 4.11 The Temporary Worker and the Employment Business agree that these arrangements for the entitlement to and taking of paid annual leave constitute a relevant agreement for the purpose of regulation 15 of the Regulations.
- 5. CONFIDENTIAL INFORMATION**
- 5.1 The Temporary Worker shall not use, divulge or communicate to any person, without the prior written consent of the Employment Business any of the trade secrets or other confidential, technical or commercial information of either the Employment Business or the Client whenever received or obtained and in whatever capacity whether prior to or in the course of providing the Services to the Client. This restriction will continue to apply after the expiry or termination of this Agreement without limit in time but will cease to apply to information which may come into the public domain otherwise than through unauthorised disclosure by the Temporary Worker or any other party.
- 5.2 The Temporary Worker shall not, except with the consent of the Employment Business or as required by law, disclose to any person, firm or company the terms of this Agreement.
- 6. INTELLECTUAL PROPERTY**
- 6.1 The Temporary Worker agrees to disclose to the Employment Business full particulars of any idea, method, invention, discovery, design or other work (whether or not registerable or patentable and whether or not a design or copyright work) made or created by the Temporary Worker ("Work") in the course of providing the Services.
- 6.2 The Temporary Worker will upon request by the Employment Business and in consideration for one pound assign the rights and all other intellectual property rights in the Work to the Employment Business or the Client as may be directed by the Employment Business and shall take all such action as is necessary to legally complete the assignment in favour of the relevant party.
- 6.3 The Temporary Worker agrees that it will not disclose to or make use of any Work except as is necessary for the purpose of complying with the requirements of this Agreement except with the prior written consent of the Employment Business.
- 6.4 The Temporary Worker agrees to waive irrevocably all moral rights arising under the Copyright Designs and Patents Act 1988 in relation to any Work in so far as permissible in law.
- 6.5 Rights and obligations under this Clause 6 will continue in force after the expiry of or termination of this Agreement in respect of Work made or created by the Temporary Worker in the course of providing the Services and will be binding upon the personal representatives of the Temporary Worker.

6.6 The Temporary Worker hereby grants an irrevocable and non-exclusive licence to the Employment Business and to the Client to use any pre-existing intellectual property rights belonging to the Temporary Worker which are to be utilised or which become subsumed in any programme, system, or other works in relation to the Services being carried out for the benefit of the Client.

7. DATA PROTECTION

7.1 The Temporary Worker consents to the Employment Business processing data relating to the Temporary Worker for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to the Temporary Worker including, as appropriate:

- 7.1.1 information about the Temporary Worker's physical or mental health or condition in order to monitor sick leave and take decisions as to the Temporary Worker's fitness for work;
- 7.1.2 the Temporary Worker's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
- 7.1.3 information relating to any criminal proceedings in which the Temporary Worker has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

7.2 The Company may make such information available to other companies within the same group as the Employment Business, regulatory authorities, potential or future employers, governmental organisations and potential purchasers of the Employment Business.

7.3 The Temporary Worker consents to the transfer of such information to the Employment Business' business contacts outside the European Economic Area in order to further its business interests where necessary for the purpose of the performance of this Agreement.

8. OTHER ACTIVITIES

8.1 Nothing in this Agreement shall prevent the Temporary Worker from undertaking work for other organisations or companies provided that such work does not detrimentally affect the performance of the Services for the Client.

9. TERMINATION

9.1 The Employment Business is under no obligation to provide continuing work to the Temporary Worker and may terminate the Assignment with immediate effect at any time during the Assignment upon the Employment Business giving notice to the Temporary Worker. If the Temporary Worker does not wish to continue to work under the Assignment, the Temporary Worker is required to provide a minimum of thirty days' written notice to Employment Business to terminate the Assignment.

9.2 If the Temporary Worker is absent from an Assignment, the Temporary Worker will inform the Employment Business as early as possible and before the working day commences on the date of absence so that the Employment Business may arrange to provide an alternative Temporary Worker to the Client.

9.3 If the Temporary Worker does not inform the Employment Business of any inability to attend an Assignment in accordance with clause 9.2 above, this will be treated as termination of the Assignment by the Temporary Worker unless the Temporary Worker can show that exceptional circumstances prevented the Temporary Worker from complying with clause 9.2.

9.4 If the Temporary Worker is absent during the course of an Assignment and the contract has not been otherwise terminated in accordance with this Agreement then the Employment Business will be entitled to terminate the contract in accordance with clause 9.1 if the Services to which the Temporary Worker was assigned is no longer available for the Temporary Worker.

9.5 In the event that the Temporary Worker becomes aware either before or during the course of an Assignment of any reason why he may not be suitable for an Assignment he shall notify the Employment Business without delay.

9.6 Upon termination of this Agreement, the Temporary Worker shall deliver up to the Employment Business copies of all materials belonging to the Employment Business or the Client in the Temporary Worker's possession and shall ensure that any further copies held by the Temporary Worker are destroyed.

10. GENERAL

10.1 The terms of this Agreement shall be deemed to be agreed between the Temporary Worker and the Employment Business either upon the Temporary Worker signing these terms where indicated in the Assignment Schedule, or electronic acceptance via the Employment Business' online Portal (where available), or upon the Temporary Worker receiving a copy of these terms and the Temporary Worker subsequently performing Services (whether on a new Assignment or an existing Assignment), whichever occurs earlier.

10.2 No variation of this Agreement is valid or shall be binding on either party unless confirmed in writing and signed by all the parties to this Agreement.

10.3 References to one gender include the other gender.

10.4 Headings used in this Agreement are for ease of reference only and should not affect the interpretation of this Agreement.

10.5 This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE ONE – DEFINITIONS

"Agreement"	this Agreement comprising of these terms and conditions together with the attached Schedules.	"Holiday Year"	1st January to 31st December of each calendar year.
"Assignment"	any period during which the Temporary Worker is supplied to and is working for the Client through Employment Business as detailed in the Assignment Schedule.	"Location"	The location of the Assignment to be carried out for the Client as set out in the Assignment Schedule.
"Assignment Schedule"	the schedule which sets out the detail of the Temporary Worker's Assignment to the Client.	"Payment Frequency"	Monthly, unless otherwise specified in the Assignment Schedule.
"Client"	the person, firm or corporate body requiring the Services of the Temporary Worker as detailed in the Assignment Schedule.	"Regulations"	the Working Time Regulations 1998 (as amended).
"Customer"	the customer of the Client for whom the Temporary Worker may provide Services (where applicable).	"Services"	the work the Temporary Worker will carry out for the Client or its Customer(s) in accordance with the Client's requirements from time to time.
"Contract Resource"	(where stated in the Special Conditions of an Assignment Schedule), the Temporary Worker.	"Temporary Worker"	the individual Temporary Worker named in the Assignment Schedule who is to supply the Services on a temporary basis, whose address is set out in the Assignment Schedule.
"Employment Business"	Badenoch and Clark Limited trading as LHH Recruitment Solutions, registered in England and Wales no. 1356186, 10 Bishops Square, London, E1 6EG.	"Terms"	the terms of this Agreement.
"Fee"	The fee at the rate specified in the Assignment Schedule.		

SCHEDULE TWO – TIMESHEET PROCEDURE

THIS SCHEDULE CONTAINS INFORMATION ESSENTIAL FOR THE SMOOTH PROCESSING OF TEMPORARY WORKER PAYMENTS. IT SHALL FORM AN INTEGRAL PART OF CONTRACT AGREEMENTS. FAILURE TO COMPLY WITH THE TERMS CONTAINED HEREIN MAY LEAD TO REJECTION OF INVOICES AND/OR TIMESHEETS/PROJECT REPORTS, AND PAYMENT BEING WITHHELD OR DELAYED AS A RESULT.

1. RECEIPT OF CONTRACT DOCUMENTATION

- (a) Payments will only be made once the following documents have been submitted:
- (i) Contract document produced, accepted on behalf of the Temporary Worker using the relevant process (on line or manual)
 - (ii) Right to Work documents

2. SUBMISSION OF TIMESHEETS/PROJECT REPORTS

- (a) The appropriate timesheet/project report type will be stated on TheContractorPortal.com ("the Portal") or confirmed as part of your on-boarding process. Types available depend upon the requirements of the Client, and are currently:

- E-timesheet
- Bar Coded
- Web-Enabled
- Client's Own
- VMS
- Paper 4-part
- Right Rewards

Timesheets or access to the relevant Portal will be provided, which details the correct timesheet procedure to be followed for each particular Assignment in the Welcome Pack or as advised at on-boarding stage. The Temporary Worker shall follow the procedure as set down in the Portal or advised at on-boarding stage for the relevant Assignment.

- (b) The Temporary Worker shall submit timesheets for authorisation by the Client and subsequent submission in the manner prescribed by the Portal or advised at on-boarding stage and at the frequency as set out in the Temporary Worker Pay Schedule. Weekly timesheets must be submitted on a weekly basis, and calendar monthly timesheets must be submitted on a calendar monthly basis.
- (c) Where no Services are provided in a particular week/month for reasons of illness or holiday, a zero hours timesheet must still be submitted. There is no need to gain authorisation by the Client in respect of zero hours paper timesheets. Electronic submissions require Client authorisation.
- (d) The Temporary Worker shall not include, and will not be paid, overtime hours on a timesheet, where the contract Special Conditions specify provision of Services on a 'Professional Working Day' basis.
- (e) Where the nature of the Services is appropriate, and with the agreement of the Client, the Temporary

Worker may submit project reports (in a format to be agreed by all parties) in the place of timesheets. Project reports will provide an analysis of the Services performed in any given week or month, together with a breakdown of the hours spent providing the Services. These must be authorised by an authorised representative of the Client to indicate the Client's acceptance of the work performed. The procedure for submission of project reports shall be prescribed by the Portal or advised at on-boarding stage.

- (f) Paper timesheets and project reports must note hours worked in units and fractions, rounded up/down to the nearest quarter of an hour. Decimals should not be used, as this creates confusion as to the actual time spent (e.g. 8.5 may mean 8 hours 50 minutes or eight and a half hours). Where it is not clear how much time has been spent from the figure provided, it will be rounded down appropriately.

- (g) Where paper timesheets or project reports are required as per the Client's requirements, these must be completed fully, accurately and legibly in black pen. Missing or illegible details may result in delays.

3. TEMPORARY WORKER PAYMENT

- (a) Payments will be processed as per the frequency stated in the Temporary Worker's Pay Schedule, provided the provisions of this document have been complied with.

- (b) Prompt payment of accounts is conditional upon the receipt of timesheets/project reports that have been authorised by a duly authorised representative of the Client. The Temporary Worker expressly understands the following (as per the Conduct of Employment Agencies and Employment Businesses Regulations 2003):

- (i) There is no duty to make payment for hours worked, unless we have received the relevant timesheet/project report from the Temporary Worker, specifying those hours worked, which has been verified and signed/authorised on behalf of the Temporary Worker.

- (ii) Payment may not be withheld from the Temporary Worker on the sole basis that the relevant timesheet/project report has not also been verified and authorised by a duly authorised representative of the Client. However, the Temporary Worker understands and accepts that, as per the Terms of the Assignment, the failure to provide a Client-authorised timesheet/project report will lead to a delay in payment whilst the finance team conducts investigations into the hours claimed by the Temporary Worker, and the reasons why the Client has refused to authorise a timesheet in respect of those hours.

- (c) Payments will be made via direct bank transfer (normally via BACS). The Temporary Worker is therefore under a duty to ensure that the Temporary

Worker's correct bank account details, including branch address, sort code and account number, have been communicated following the instructions outlined in the welcome pack. Any change of bank account details must be immediately notified (failure to comply will result in payment being delayed until all monies have been recovered that were sent to the account details previously notified by the Temporary Worker).

4. EXPENSES

- (a) Expenses claims should be submitted via the upload facility in the Portal or as advised at on-boarding stage, to the same time scales and cycles as invoices for Services, and will be paid to the same payment terms.
- (b) Expense claims will only be paid that are fully completed and supported by the following documentation:
 - (i) All relevant receipts/statements/invoices; and
 - (ii) Authorisation from the Client allowing the Temporary Worker to incur such expenses.

5. DISCREPANCIES

- (a) In the event that a timesheet/project report is received that has not been authorised by the Client, the Temporary Worker will be notified at the earliest convenience and request the Temporary Worker to resubmit the timesheet/project report, duly authorised by the Client, in order to ensure prompt payment. In

the event that the Temporary Worker declines to submit a Client-authorized timesheet, the process in 4(b)(ii) shall apply.

- (b) Any missing details or discrepancies of addition that are contained within timesheets or project reports will lead to the incomplete or inaccurate documentation being rejected and sent back to the Temporary Worker, with a note of the missing detail or discrepancy. This documentation must then be corrected and re-submitted before it can be processed.

6. COMPLIANCE

- (a) It is imperative that the terms of this document are followed for administrative purposes; particular attention is drawn to the requirement to submit timesheets/project reports on a timely basis. Even where the Temporary Worker wishes to delay payment for any reason, the Temporary Worker understands that this does not affect the strict requirement to submit timesheets/project reports promptly, as per the Terms of the Assignment.
- (b) Any persistent or deliberate withholding of timesheets/project reports on the part of the Temporary Worker shall be regarded as a material breach of the Terms and shall entitle the termination the Assignment forthwith. In such event the Client will be contacted directly, to inform the Client of the problem, and to seek alternative authorisation for the billing process with the Client and remedial action as appropriate.