

# ENS Recruitment Limited

## Terms of Engagement for Agency Workers (Contract for Services)



### 1. Definition and Interpretation

1. In these Terms the following definitions apply:

**"Actual Rate of Pay"** means, unless and until the AW has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour), or for each sleeper worked, weekly in arrears, subject to Deductions;

**"Actual QP Rate of Pay"** means the rate of pay which will be paid to the AW if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked (during an Assignment (to the nearest quarter hour), or for each sleeper worked, weekly in arrears, subject to Deductions;

**"Agency Worker"** means the AW supplied by the Employment Business to provide services to the Hirer who signs this Contract for Services;

**"Agency Workers Regulations"** means the Agency Workers Regulations 2010;

**"Assignment"** means the services to be performed by the AW for the Hirer for a period of time during which the AW is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;

**"Assignment Details Form"** means written confirmation of the assignment details to be given to the AW;

**"Calendar Week"** means any period of 7 days starting with a Monday and ending on a Sunday;

**"Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**"Data Protection Laws"** means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory and regulatory provisions in force from time to time relating to the protection and transfer of personal data;

**"Deductions"** means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions as well as deductions agreed with the AW and deductions due to accidental overpayment;

**"Employment Business"** ENS Recruitment Limited (registered company no. 2665898) trading as ENS Recruitment, ENS Recruitment and Training Services or Essex Nursing Services of 22-24 Hamlet Court Road, Westcliff-on-Sea Essex SS0 7LX;

**"First Assignment"** means:

- the relevant Assignment; or
- if, prior to the relevant Assignment:
  - the AW has worked in any assignment in the same role with the relevant Hirer as the role in which the AW works in the relevant Assignment; and
  - 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 AW is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

**"Hirer"** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the AW is supplied or introduced;

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

**"Hourly Rate"** means the national minimum wage in effect at the time of the Assignment being the minimum rate of pay (subject to Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the AW (excluding sleeper shifts);

**"Leave Year"** means the period during which the AW accrues and may take statutory leave commencing 1 April and runs until 31 March;

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

**"Temporary Work Agency"** means as defined in the Schedule to these Terms;

**"Terms"** means these terms of engagement (including the attached Schedule) together with any applicable Assignment Details Form;

**"Type of Work"** means categories specified on the application form to join the Employment Business' register; and

**"Working Time Regulations"** means the Working Time Regulations 1998.

- References to the singular include the plural and references to the masculine include the feminine and vice versa.
- The headings contained in these Terms are for convenience only and do not affect their interpretation.
- Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

### 2. The Contract

- These Terms constitute the entire agreement between the Employment Business and the AW for the supply of services to the Hirer and they shall govern all Assignments undertaken by the AW. However, no contract shall exist between the Employment Business and the AW between Assignments. These Terms shall prevail over any other terms put forward by the AW.
- During an Assignment the AW will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the AW is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the AW's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the AW, or the AW and the Hirer. The AW is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the AW rights in addition to those provided by statute except where expressly stated.
- No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the AW and set out in writing and a copy of the varied terms is given to the AW no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the AW for Assignments with its Hirers.

### 3. Assignments & Information to be provided

- The Employment Business will endeavour to obtain suitable Assignments for the AW to perform the agreed Type of Work. The AW shall not be obliged to accept any Assignment offered by the Employment Business.
- The AW acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees:
  - the suitability of the work to be offered shall be determined solely by the Employment Business; and
  - the Employment Business shall incur no liability to the AW should it fail to offer Assignments of the Type of Work or any other work.

# ENS Recruitment Limited

## Terms of Engagement for Agency Workers (Contract for Services)



- 3.3 As soon as practicable following confirmation of an Assignment the Employment Business shall endeavour to provide the AW with an Assignment Details Form setting out the following: (i) the identity of the Hirer and the location of the Assignment; and (ii) the date and time of the Assignment;
- 3.4 For the purpose of calculating the average number of weekly hours worked by the AW on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the AW commences the First Assignment.
- 3.5 If the AW has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the AW is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations.
- 3.6 If the AW considers that s/he has not or may not have received equal treatment under the Agency Workers Regulations, the AW may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns.

#### 4. Temporary Worker's obligations

- 4.1 The AW is not obliged to accept any Assignment offered by the Employment Business but if the AW does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
  - 4.1.1 co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
  - 4.1.2 observe any relevant rules and regulations of the Hirer's establishment to which attention has been drawn or which the AW might reasonably be expected to ascertain;
  - 4.1.3 take all reasonable steps to 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 and procedures of the Hirer;
  - 4.1.4 ensure you fully understand the Risk Assessment and Care Plan for the Service User prior to delivering care;
  - 4.1.5 not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
  - 4.1.6 not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
  - 4.1.7 not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information including information relating to the Hirer's or the Employment Business' employees, business affairs, transactions, medical condition or finances;
  - 4.1.8 adhere to all of the Employment Business' policies and procedures in addition to the Employment Business' Handbook.
  - 4.1.9 on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the AW in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2 If the AW accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of

each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the AW undertakes to:

- 4.2.1 inform the Employment Business and provide written proof of any Calendar Weeks between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the AW has worked in the same or a similar role with the relevant Hirer via any third party and which the AW believes count or may count toward the Qualifying Period;
  - 4.2.2 provide the Employment Business 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 the Employment Business; and
  - 4.2.3 inform the Employment Business if s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
    - 4.2.3.1 completed two or more assignments with the Hirer;
    - 4.2.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
    - 4.2.3.3 worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3 If the AW is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business as soon as possible to arrange for a replacement.
  - 4.4 If, either before or during the course of an Assignment, the AW becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
  - 4.5 The AW must not disclose his/her unique Call monitoring PIN number, must not allow anyone to log in the Call Monitoring System with his/her unique PIN number, nor log into the Call Monitoring System on behalf of anyone else.
  - 4.6 The AW acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the AW.
  - 4.7 The AW warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

#### 5. Call Monitoring (Electronic Monitoring)/Timesheets

- 5.1 Call Monitoring will, wherever possible, be used in place of the Timesheet and will serve as confirmation of the number of hours worked. In the event of a glitch in the Call Monitoring System the Hirer's signing in book will serve as authentication of the hours worked so the AW MUST sign the Hirer's signing in book when the AW arrives and leaves an Assignment.
- 5.2 At the beginning and end of each Assignment the AW shall from the Hirer's phone call a free phone number to access the Employment Business' Call Monitoring System which logs the commencement of the hours worked at the Hirer's scheme. At the end of each Assignment the AW shall again phone the free phone number to log the conclusion of the hours worked at the Hirer's scheme. This serves as confirmation of the number of hours worked by the AW during that Assignment.
- 5.3 In the event that the Hirer will not permit the AW to use its phone to access the Call Monitoring System please ask the Hirer to permit the AW to use the phone to inform the Employment Business.
- 5.4 If the Hirer's phone is not working or is not accessible the AW shall phone the ENS office from their own phone at the

# ENS Recruitment Limited

## Terms of Engagement for Agency Workers (Contract for Services)



beginning and the end of the Assignment and ENS will access the Call Monitoring System to log the commencement and conclusion of the Assignment.

- 5.5 The AW **MUST ALSO** sign the signing in book when the AW arrives and when the AW leaves as this may be used by the Employment Business as proof of the number of hours worked by the AW.
- 5.6 Failure to properly access the Call Monitoring System or inform the Employment Business of any problems the AW encounters may delay payment due to the AW.
- 5.7 In connection with the Call Monitoring System the AW will be issued with a unique PIN number which is only for the AW's use and must not be disclosed or used by anyone else. The AW must not allow anyone to log in with his/her unique PIN nor may you log into the Call Monitoring System on behalf of anyone else.
- 5.8 If a break is normally deducted from wages but you were required to work the break it is your responsibility to inform the Employment Business in writing before the Sunday of the week worked or the break may not get paid. We will need to authenticate with the Hirer that the break was worked.
- 5.9 In the event that timesheets are used, by 16:00 on Monday of each week (for the week ending on the previous Sunday) the AW shall deliver to the Employment Business timesheets duly completed to indicate the number of hours worked during the preceding week and signed by an authorised representative of the Hirer (except in the case of multi-timesheets which will be delivered by the Hirer).
- 5.10 Subject to clause 5.3 the Employment Business shall pay the AW for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours. Where the AW fails to submit a properly authenticated timesheet or fails to utilise the Call Monitoring System, the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the AW and the reasons that the Hirer has refused to sign a timesheet or refused to allow the AW to utilise the Call Monitoring System or refused to allow the AW to call to inform the Employment Business of their arrival/departure in respect of those hours. This may delay any payment due to the AW. The Employment Business shall make no payment to the AW for hours not worked. A copy of the timesheet should be retained by the AW as a handling fee of £1 may be charged for additional copies.
- 5.11 For the avoidance of doubt and for the purposes of the Working Time Regulations, the AW's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises; lunch breaks and other rest breaks, and time spent at training sessions shall not count as part of the AW's working time for these purposes. Working time shall not include "on-call" while not working unless and until you are called to work.
- 5.12 The Employment Business will pay fees, at an agreed rate, directly into your Bank/Building Society account on the next Friday following submission of an authenticated timesheet or confirmation of hours worked via the Call Monitoring System. Payslips will be sent by email to the AW's nominated email address every Friday. Any overpayment or underpayment of fees will be clawed back/paid when identified by the Employment Business. A £1 handling fee per pay period will apply for paper copies of payslips and court ordered deductions and £10 for a P60 and other documents.

### 6. Warranties

You shall perform the services of your Assignment with a high degree of skill and care. You warrant and represent that all statements, whether oral or written, made by you regarding your health, education, qualifications and experience are true and accurate. You agree to notify the Employment Business immediately if any of the information provided

by you changes. You warrant that you shall follow all applicable policies and procedures of the Hirer and will act in a professional manner at all times when on the Hirer's premises.

### 7. Liability Insurance Scheme (LS)

All Agency Workers are self-employed persons and are responsible for their own acts, errors or omissions at work. It is a condition of being offered work and being eligible to be offered work that you have adequate and appropriate insurance. The Employment Business can arrange for you to be covered under its Liability Scheme which will cover you for liability claims that may arise from an Assignment arranged by the Employment Business. If you choose to opt in to the Employment Business LIS then this cover is paid for by an adjustment to your hourly rate of pay whereby we shall make a deduction of 2p in the pound from your hourly rate of pay. Alternatively, if you would like to arrange your own Liability Insurance please complete an Opt Out information form available from your local branch and produce to the Employment Business evidence of your own cover including the original insurance policy and all related documentation, together with the receipt for the payment of the last premium and any other insurance documentation reasonably required by the Employment Business. A copy of the Employment Business' scheme is available for inspection at your local branch. If you are involved in any incident that you think could give rise to a liability claim, you must inform the Employment Business immediately and complete an Incident Report immediately. If you Opt Out you warrant and represent that in respect of each Assignment that you are offered and accept, you have adequate and appropriate insurance and are eligible to be offered work.

### 8. Remuneration

- 8.1 The Employment Business shall pay to the AW the Actual Rate of Pay unless and until the AW completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis.
- 8.2 If the AW has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the AW:
  - 8.2.1 the Actual QP Rate of Pay; and
  - 8.2.2 any additional pay in addition to the Actual QP Rate of Pay.
- 8.3 Subject to any statutory entitlement under the relevant legislation referred to in clauses 9 and 10 below and any other statutory entitlement, the AW is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 8.4 If the AW has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the AW may be entitled to receive a bonus. The AW will comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the AW's performance for the purpose of determining whether or not the AW is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the AW is entitled to receive a bonus, the Employment Business will pay the bonus to the AW.

### 9. Annual Leave

- 9.1 The AW is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave under the Working Time Regulations is 5.6 weeks.
- 9.2 Entitlement to payment for leave under clause 9.1 accrues in proportion to the amount of time worked by the AW on Assignment during the Leave Year.

# ENS Recruitment Limited

## Terms of Engagement for Agency Workers (Contract for Services)



- 9.3 Under the Agency Workers Regulations, on completion of the Qualifying Period the AW may be entitled to paid and/or unpaid annual leave in addition to the AW's entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 9.1 and 9.2.
- 9.4 All entitlement to leave must be taken during the course of the Leave Year in which it accrues and none may be carried forward to the next year. The AW is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year. A maximum of TWO WEEKS paid annual leave may be taken at any one time.
- 9.5 If the AW wishes to take paid leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may require the AW to take paid annual leave at specific times or notify the AW of periods when paid annual leave cannot be taken. Where the AW has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the AW to postpone or reduce the amount of leave that the AW wishes to take. In such circumstances the Employment Business will inform the AW in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 9.6 Subject to clause 9.3, the amount of payment which the AW will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the AW has worked on Assignment in the 12 weeks prior to the leave period.
- 9.7 Subject to clause 9.3, in the course of any Assignment during the first Leave Year, the AW is entitled to request leave at the rate of one-twelfth of the AW's total holiday entitlement in each month of the leave year.
- 9.8 Where a bank holiday or other public holiday falls during an Assignment and the AW does not work on that day, then subject to the AW having accrued entitlement to payment for leave in accordance with clause 9.2 or clause 9.3 (if applicable), that day shall count as part of the AW's paid annual leave entitlement.

### 10. Sickness Absence

- 10.1 The AW may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 10.2 The AW is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 10.3 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 10.4 Before accepting an NHS shift you must declare yourself fit to practice. You are not fit to practice if you suffer from vomiting, diarrhoea or a rash. Also, you may be asked to undergo a medical examination by the NHS Trust  
In the event that the AW submits a Statement of Fitness for Work or similar medical evidence, which indicates that the AW may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the AW will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the AW as appropriate to assess whether the conditions identified in the Statement of Fitness for Work or similar documentation can be satisfied for the duration of the Assignment.

### 11. Termination

- 11.1 Any of the Employment Business, the AW or the Hirer may terminate the AW's Assignment at any time without prior notice or liability.
- 11.2 The AW acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the AW (save for payment for hours worked by the AW up to the date of termination of the Assignment).
- 11.3 If the AW does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the AW in accordance with clause 11.1, unless the AW can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 11.4 If the AW is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 11.1 or 11.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 11.1 if the work to which the AW was assigned is no longer available.
- 11.5 The Employment Business may forward the AW's P45 to his/her last known address if the AW does not work for a period of 3 months and does not notify the Employment Business of the reasons why the AW is unavailable.

### 12. Confidentiality

The AW is not permitted at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the confidential information of the Hirer or the Employment Business with the exception of information already in the public domain.

### 13. Data Protection

The AW acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to his/ her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

### 13. Working Hours

(Under the WTD you may choose whether you wish to occasionally work more than 48 hours).

Yes, I may wish to work more than 48 hours per week.

No, I do not wish to work more than 48 hours per week.

**By ticking no I understand that this means I will not work more than 48 hours per week on behalf of the Employment Business or any other organisation or person.**

### 14. Notices

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

# ENS Recruitment Limited

## Terms of Engagement for Agency Workers (Contract for Services)



if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

### 15. Governing Law and Jurisdiction

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

### 16. Amendment

The Terms are subject to review by the Employment Business and a signed copy of the prevailing Terms at the time of registration with ENS will be retained on the AW's file. Any future amendments will be sent to the AW and deemed accepted upon the commencement of the next shift worked following receipt of the amended Terms. These Terms may not be varied and shall not be valid unless confirmed in writing by a director of the Employment Business.

Address:

Mobile Number:

Email:

Signed:

Print Name:

Date:

Amended June 2018

### SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

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

- (a) the AW has started working during an assignment and there is a break, either between assignments or during an assignment, when the AW 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 AW 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 the Employment Business, the AW 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 AW returns to work;
  - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the AW is otherwise entitled which is:
    1. ordinary, compulsory or additional maternity leave;
    2. ordinary or additional adoption leave;
    3. ordinary or additional paternity leave;
    4. time off or other leave not listed in paragraphs (iv) i, ii, or iii above; or
    5. 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 AW 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 Hirer'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 Hirer;
  - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer'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 AW returns to work in the same role with the Hirer any weeks during which the AW worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the AW works for the Hirer after the break. In addition, when calculating the number of weeks during which the AW has worked, where the AW 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 AW shall be deemed to be working in that role with the Hirer 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 AW 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:
- (i) supplying individuals to work temporarily for and under the supervision and direction of hirers; or
  - (ii) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

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 hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.