

# **Master Agreement for the Supply of Agency Workers**

## 1. Definitions and Interpretation

1.1 The following definitions shall apply throughout these Terms:

<b>“Assignment”</b>	means the assignment detailed in an Assignment Schedule to be performed by a Worker engaged for the benefit of a Client contracting with the Agency.
<b>“Assignment Schedule”</b>	means a schedule in the form which appears at the Appendix or the Assignment Schedule supplied by the Agency to Compass. If an Assignment Schedule is supplied by the Agency it will contain, at a minimum, the information required in the example contained at Annex 1.
<b>“Agency Worker Rate”</b>	means the amount payable to Compass as detailed on the Assignment Schedule.
<b>“AWR”</b>	means the Agency Workers Regulations 2010 as amended from time to time, and the following terms.
<b>“Client”</b>	means a client of the Agency who will have the benefit of the Services. “Client” shall also encompass any End Client should the Client be acting as an intermediary.
<b>“Conduct Regulations”</b>	means the Conduct of Employment Agencies and Employment businesses Regulations 2003 as amended from time to time.
<b>‘Controller’</b>	has the meanings as defined in the Data Protection Legislation.
<b>“Data Protection Legislation”</b>	means (i) the Data Protection Act 2018 (ii) the General Data Protection Regulation ((EU) 2016/679) (‘GDPR’) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK.
<b>“Data Subject”,</b>	The person to whom the data relates as defined in the Data Protection Legislation.
<b>“EEA”</b>	means the Employment Agencies Act 1973.
<b>“End Client”</b>	means the company which receives the benefit of the Services if the Client is acting as an intermediary.
<b>“Personal Data”</b>	Means as defined in the Data Protection Legislation.
<b>“Processing”, or “Processor”</b>	Means as defined in the Data Protection Legislation.
<b>“Services”</b>	means the Services detailed within an Assignment Schedule and to be carried out by the Worker.
<b>“Terms”</b>	means these Terms of Business, the Cover Sheet, any Assignment Schedule and any Annex.
<b>“Worker”</b>	means the individual named in the Assignment Schedule who performs the Services.

- 1.2 The headings in these Terms are for convenience only and are not intended to have any legal effect.
- 1.3 References to Acts of Parliament, Statutory Instruments, or other subordinate legislation shall be construed as reference to such as were in force at the time a Contract was formed.
- 1.4 The Agency is an Employment Business as defined by section 13(3) of the EEA.

## 2. Agreement

- 2.1. These Terms will apply to any Assignment Schedules drawn up in accordance with them.
- 2.2. In the event of any conflict between these Terms and the Assignment Schedule, these Terms will take precedence.
- 2.3. This Agreement cannot be varied, added to, amended or otherwise revised unless such variations, amendments or revisions are agreed to in writing and duly signed by authorised signatories of both parties.
- 2.4. The relationship between the parties is non-exclusive and both parties are free to provide services to any other person or company unless agreed separately between the parties.
- 2.5. Services rendered to the Agency or the Client by the Worker as per these Terms are performed as an independent contractor.
- 2.6. No provision within these Terms can or shall be construed as the grounds of any partnership or joint venture between the Agency and Compass or the Worker.

## 3. The Agreement

- 3.1. The Agency shall liaise with the Client and the Worker directly in order to ensure Services are carried out by the Worker to a suitable standard.
- 3.2. The Agency has the sole responsibility to ensure that the Worker has the correct compliance documentation, qualifications and experience as required by the Client.
- 3.3. It is the Agency’s sole responsibility to select a suitable worker for an Assignment, and to make all relevant disclosures to Compass and to the Worker which may be necessary for the Worker to provide

effective Services. All details listed in the Assignment Schedule are necessary to ensure that obligations created by the EEA and the Conduct Regulations are adhered with.

- 3.4. Compass and the Agency shall agree an Assignment Schedule specifying the Client, the fee payable by the Agency to the Worker, such expenses as may be agreed, any notice period and any other relevant information.
- 3.5. Save as otherwise stated in these Terms, the Worker shall be entitled to supply its/their services to any third party during the term of any Assignment provided that this in no way compromises or is not to the detriment of the supply of the Services, and provided there is no conflict of interest.
- 3.6. Compass shall not be obliged to engage the Worker or contract with the Agency for the provision of the Worker to work on the Assignment.
- 3.7. The terms on which Compass engages any Worker will include provision that the Worker will, when working on an Assignment:
  - 3.7.1. work with all proper skill and care, and in a professional manner;
  - 3.7.2. comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the Client for recording and verifying time worked
  - 3.7.3. comply with the Client's requirements as notified from time to time, to the extent that such requirements apply in relation to external contractors at the place of work, such as security requirements, quality requirements and health and safety procedures.

#### **4. Assignments**

- 4.1. The Agency Worker Rate for each Assignment shall be negotiated separately and shall be inclusive of Compass's margin.
- 4.2. If a Worker engaged through Compass is unsatisfactory, the Agency should advise Compass straightaway and advise Compass if the Agency wishes to terminate the Assignment.
- 4.3. No refunds or rebates are applicable should the Worker be terminated early or prove to be unsatisfactory to the Client.
- 4.4. Any Worker engaged on an Assignment will be engaged by Compass and provided to the Agency by Compass under either a contract for services or a contract of service.
- 4.5. Compass warrants and confirms that no Worker engaged on an Assignment has a 'material interest' in Compass within the meaning of sections 51(4) and (5) of the Income Tax (Earnings and Pensions) Act 2003.
- 4.6. It is not the intention of either party that any Worker should be or become an employee either of the Agency or of any Client.
- 4.7. Each temporary work agency in the contract chain and the Client has a responsibility for complying with the provisions of AWR.

#### **5. Compass Responsibilities**

- 5.1. In relation to these Terms and any Assignment Schedule, Compass's responsibilities will be:
  - 5.1.1. To ensure any material obligations contained within these Terms or any Assignment Schedule are included in the terms with the Worker;
  - 5.1.2. To advise the Worker on any specific Client requirements including timesheets or health and safety requirements;
  - 5.1.3. To invoice the Agency at the Invoice Frequency periods with the correct Agency Worker Rate;
  - 5.1.4. To ensure, where applicable, that all remuneration it pays to the Worker is paid and taxed as employment income; and
  - 5.1.5. To comply with all relevant legal requirements which are binding on Compass and to provide the Agency with such information as the Agency may reasonably request to enable the Agency to do likewise.
- 5.2. Throughout the duration of these Terms Compass warrants that it will:
  - 5.2.1. not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under;
  - 5.2.2. prevent the facilitation of tax evasion by another person (including without limitation employees of Compass);
  - 5.2.3. at the Agency's request, provide the Agency with a statement of such steps it has taken to ensure compliance with the Criminal Finances Act 2017, together with such other information as the Agency may reasonably require in order to undertake risk assessments to ensure that the Agency is not facilitating tax evasion pursuant to the Criminal Finances Act 2017.
- 5.3. Compass shall ensure that any person associated with Compass who is performing services in connection with these Terms does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Compass in this clause.
- 5.4. Where the Conduct Regulations Status is 'opt out' and a Worker has been introduced or supplied to a Client by the Agency, Compass will not itself provide that Worker to the Client other than under a contract through the Agency during the period of any restriction following the end of the Assignment.

#### **6. Agency Responsibilities**

- 6.1. The Agency will ensure that Compass's invoices, calculated at the Agency Worker Rate, are paid correct and on the agreed Payment Terms in accordance with Clause 7 below.

- 6.2. The Agency will take reasonable steps to ensure that the Client verifies all time actually worked by the Worker.
- 6.3. The Agency will not, and will ensure that the Client will not, pay any remuneration or expenses in respect of the Worker other than via Compass.
- 6.4. The Agency will comply with all relevant legal requirements which are binding on the Agency, and to provide Compass with such information as Compass may reasonably request to enable Compass to do likewise.
- 6.5. If required, the Agency will ensure that the Client issues a Status Declaration Statement (“SDS”) in regards to the IR24 status of any Worker.
- 6.6. The Agency warrants and guarantees that the Client has used a reasonable assessment tool in respect of any SDS.
- 6.7. Where Compass provides an assessment of whether a Worker is operating under Supervision, Direction or Control (“SDC”), this is provided for guidance only and should not be relied upon by the Agency. The Agency should conduct their own independent SDC test should they need an assessment on which they can rely in any employment status challenge.

## **7. Invoicing and Payments**

- 7.1. All payments to Compass shall be made against Compass's invoices which shall be issued weekly in arrears unless the Agency has opted for a self-bill arrangement.
- 7.2. Compass shall also be entitled to issue an invoice where applicable, in respect of any additional expenses as agreed between Compass and the Agency in advance.
- 7.3. The Agency is responsible for making payment to Compass for all Services provided by Workers under Assignment Schedules at the applicable Pay Rate and Invoice Frequency, and in accordance with the Payment Terms.
- 7.4. All Pay Rates are exclusive of VAT and will be charged separately as applicable.
- 7.5. There is no obligation on the Agency to make any payment other than in respect of time actually worked by the Worker.
- 7.6. Where the Agency or Client are in control of any time records, the Agency must provide Compass with sufficient information within a reasonable timeframe to enable Compass to identify the correct hours and amounts to invoice the Agency and pay to the Worker on or before the agreed payment terms between all parties.
- 7.7. If the Agency does not pay any sum due within the Payment Terms then, without prejudice to any other remedy Compass may withhold or suspend the provision of further work by any Worker in respect of any Contract.
- 7.8. Interest will be charged on any late payments as specified in the Late Payment of Commercial Debts (Interest) Act 1998 on all sums due from date of invoice to date of payment both before and after any judgment.
- 7.9. The Agency will not be responsible for making any payments for salary, sickness SSP and holiday pay, pensions, and other employee benefits.
- 7.10. Compass will indemnify the Agency against any claims that may be made by any Worker under employment-related legislation, except where such claim is founded on the Agency's or the Client's own acts of defaults or omissions.
- 7.11. Payments of any invoices must be paid in full and the Agency may not make deductions or deferrals in respect of any disputes with or claims against Compass.
- 7.12. Compass will retain as its margin a sum calculated as set out in the Assignment Schedule, the amount of which has been openly disclosed to and accepted as reasonable by the Agency and by the Worker.
- 7.13. Compass will ensure that the appropriate amount of money as paid for the Worker performing the Services by the Agency will be put aside or payments for National Minimum Wage, paid leave provision, discharging any Employer's NIC liability, auto-enrolment contributions and Apprenticeship Levy in respect of sums to be paid to the Worker
- 7.14. Any expenses paid to the Worker will be legitimate and agreed in writing with the Agency.
- 7.15. If it comes to Compass's notice that the Worker's pay is less than would be required to comply with the AWR, Compass will notify the Agency accordingly and on receipt of such notice, the Agency will in respect of the period up to the date of such notice, pay Compass an additional amount sufficient to enable it to comply with its obligations under AWR in relation to pay in respect of the period from the end of the Qualifying Period to the date of such notice, and at the Agency's option, either
  - 7.15.1. Terminate the Assignment, or
  - 7.15.2. increase the Agency Pay Rate to such sum as will enable Compass to comply on an ongoing basis with its obligations under AWR regulation 5 in relation to pay.

## **8. Termination**

- 8.1. Either party may terminate these Terms at any time by written notice of 30 days.
- 8.2. Termination of these Terms shall have no effect on any current Assignment, and notwithstanding termination, the relationship constituted by these Terms shall remain in force so far as necessary for the completion of any current Assignments
- 8.3. Termination of an Assignment Schedule shall not operate so as to terminate these Terms.

- 8.4. An Assignment Schedule may be terminated without cause by either party by giving the other written notice of the applicable period as specified in the Assignment Schedule. Where no period is so specified, one week will apply as standard.
- 8.5. An Assignment Schedule may be terminated at any time by the Agency by written notice with immediate effect if the Worker fails to perform the Assignment in accordance with these Terms, or if the Client has reasonable grounds for dissatisfaction with the Worker, provided the Agency gives Compass full written details, and such further cooperation as Compass may reasonably require. The Agency acknowledges that such right to terminate is the Agency's sole remedy against Compass for any such failure, without prejudice to such rights as the Agency may have against the Worker.
- 8.6. An Assignment Schedule may be terminated by either party with immediate effect by notice if the other is in material breach of contract or is in breach of contract and fails to remedy the breach within seven days of being required in writing to do so. For the avoidance of doubt, the failure to pay any invoice within the Payment Terms is a material breach for the purposes of these Terms.
- 8.7. An Assignment Schedule shall terminate with immediate effect if either party:
  - 8.7.1. Enters into an arrangement with its creditors;
  - 8.7.2. Ceases to carry on business; or
  - 8.7.3. Enters into liquidation, winding up receivership or administration (other than for the purposes of a *bona fide* reconstruction or amalgamation).
- 8.8. An Assignment Schedule may be terminated by Compass with immediate effect by notice if the Worker's engagement with Compass terminates for whatever reason.
- 8.9. Upon expiration of the Assignment Schedule, if the Worker continues to provide the Services to the Client and the Agency does not object, the applicable Assignment Schedule shall be deemed extended under these Terms until either terminated or formally extended with a new Assignment Schedule.

## **9. Force Majeure**

- 9.1. If either party to a Contract is prevented or delayed in the performance of any of its obligations by force majeure, then such party shall be excused performance for so long as such cause of prevention or delay shall continue
- 9.2. 'force majeure' shall be deemed to be any cause affecting the performance of a Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party.

## **10. Intellectual Property Rights**

- 10.1. All rights in the nature of intellectual property rights arising in any work created by a Worker in the course of an Assignment are hereby assigned by way of future assignment of copyright to the Agency, and Compass will cooperate with any reasonable requirements as to formal assignment of such rights created.
- 10.2. The Client shall retain ownership of all intellectual property rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data and other information provided to or provided by the Worker in relation to an Assignment. For the avoidance of doubt, the Client shall not be deemed to have granted the Worker any licence to use the documents or other material and data or other information other than for the purposes of the relevant Assignment.

## **11. Confidentiality and Data Protection**

- 11.1. The parties each recognise that information disclosed to the other in the course of the negotiation of and the performance of a Contract will contain and incorporate confidential information in which the other has an interest.
- 11.2. The parties mutually agree with each other that they will each keep such information confidential and will neither use nor disclose to a third party any part or the whole of such information (or information gained from such disclosure). This obligation of confidentiality shall not extend so as to include information which was known to a party before disclosure by the other pursuant hereto or with a view to a Contract, or which enters the public domain without fault of that party.
- 11.3. The nature of the relationship constituted by these Terms is such that the parties envisage that each party will be a controller, and that neither will be in the position of processor in relation to the other.
- 11.4. The parties hereto:
  - 11.4.1. acknowledge this clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation;
  - 11.4.2. acknowledge that for the purposes of the Data Protection Legislation, the parties are not Joint Controllers unless a specific agreement is made to that effect between the parties;
  - 11.4.3. warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, by Compass or by the Worker will be used, processed and recorded by the receiving party in accordance with Data Protection Legislation and for the purposes of fulfilling this Agreement;
  - 11.4.4. shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 11.4.5. will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure;

- 11.4.6. will provide reasonable assistance to the other in responding to any request from a Data Subject with respect to data subject access requests and other data subject rights, data security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 11.4.7. will promptly notify the other on becoming aware of a suspected or actual Personal Data breach relevant to Personal Data transferred pursuant to this Agreement; and
  - 11.4.8. will maintain complete and accurate records and information to demonstrate their compliance with this clause 11.
- 11.5 Compass understands that in providing Services, Personal Data relating to Compass and the Worker will be collected by the Agency and may be passed to the Client in the course of the administration of the agreement between the Agency and Client.
- 11.6 Compass understands that in providing Services, the Client and/or the Agency, or anyone processing data on behalf of Client and/or the Agency, may transfer Personal Data relating to the Worker outside the European Economic Area.
- 11.7 Compass will, when requested so to do by the Agency, make available to the Agency all information necessary to demonstrate compliance with the obligations associated with Data Protection Legislation and this clause 11 and will allow for audits and inspections (upon reasonable notice) in order to demonstrate compliance.
- 11.8 In the event of a suspected or actual Personal Data Breach, the Compass will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Agency may request to:
- 11.8.1 investigate and defend any claim or regulatory investigation;
  - 11.8.2 mitigate, remedy and/or rectify such breach; and
  - 11.8.3 prevent future breaches.
- 11.9 Both parties understand that in providing Services, Personal Data may be Processed in order to comply with associated employment intermediaries' legal obligations, including reporting Assignment details to HMRC. Both parties agree that they are aware of such Processing (including any such transfer) on the understanding that any Personal Data is processed fairly and lawfully in accordance with the Data Protection Legislation.

## **12. Liability**

- 12.1. The Agency agrees that Compass is under no responsibility in relation to any use by the Worker of any vehicle in the course of a Contract.
- 12.2. The parties both acknowledge that it is the Agency's sole responsibility to satisfy itself on all matters relating to the suitability of a Worker for the performance of an Assignment, to the extent that it regards as necessary.
- 12.3. The Agency acknowledges and agrees that in performing an Assignment, the Worker is not under the supervision direction or control of Compass, and that Compass therefore does not accept liability for any acts defaults or omissions of the Worker whilst working (or purporting to work) in the Position.
- 12.4. Save to the extent expressly provided herein, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law, and except to the extent that it is not lawful to limit or exclude such liability, neither party shall be liable to the other or to anyone else for any loss or damage whatever or however caused (and whether or not caused by negligence) arising directly or indirectly in connection with an Assignment Schedule, in excess of the total sums payable under the relevant Assignment Schedule.
- 12.5. Compass will not be liable for any damages or accept any liability whatsoever should the SDS provided by the Client and/or the Agency be investigated by HMRC and found to be incorrect for any reason.
- 12.6. Neither party shall be liable for consequential or indirect damages or for loss of profit, business, revenue, goodwill or anticipated savings.
- 12.7. Compass shall not be liable for any claims made against it unless they are notified to it within twelve months of the cause of action arising.
- 12.8. Neither party excludes or limits liability for death or personal injury to the extent that it arises directly from negligence for which it is legally responsible, or otherwise where it is not lawful to exclude or limit liability.
- 12.9. Compass will keep the Agency indemnified in respect of any claim or demand made by the proper authorities for all taxes, national insurance or social security contributions, and other liabilities, charges and dues in respect of remuneration paid for work done by the Worker under an Assignment.
- 12.10. The Agency accepts any and all liability which may arise from a breach of clause 6.7 or the SDC test which the Agency has conducted is deemed ineffective for whatever reason by any court or authority.

## **13. Indemnity**

- 13.1. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of clause 11 by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

**14. Bribery and Corruption**

- 14.1. Compass confirms that it has not offered or given or agreed to give to any person employed by or connected with the Agency any gift or any consideration of any kind as an inducement to do or to forbear to do any act in relation to the entry of Compass into this Agreement.
- 14.2. Compass undertakes to the Agency that:
  - 14.2.1. it will 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;
  - 14.2.2. it has and will maintain in place adequate procedures designed to prevent any conduct that would give rise to an offence under Anti-Bribery Law and to ensure compliance therewith;
  - 14.2.3. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement; and
  - 14.2.4. from time to time, at the reasonable request of the Agency, it will confirm in writing that it has complied with its undertakings under this provision and will provide any information reasonably requested by the Agency in support of such confirmation of compliance.
  - 14.2.5. In interpreting this provision, regard shall be had to the provisions and definitions of the Bribery Act 2010 and to any current guidance issued pursuant to section 9 thereof.
  - 14.2.6. Breach of any of the undertakings in this clause shall be deemed to be a material breach incapable of remedy.

**15. Miscellaneous**

- 15.1. No third party rights are intended to be conferred or created by these Terms and the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 15.2. All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post or sent by fax or email to the intended recipient. Notices sent by fax shall be deemed received the first business day following such delivery or sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices sent by email shall be deemed received when acknowledged.
- 15.3. Failure or neglect by either party at any time to enforce any of these Terms shall not be a waiver of that party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.
- 15.4. If any Term of a Contract is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable such Term shall be severed from the body of these Terms (which shall continue to be valid and enforceable to the fullest extent permitted by Law).

**16. Jurisdiction and Laws**

- 16.1. This Agreement shall be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Signed by a duly authorised  
representative on behalf of Compass:

Name:  
Title:  
Date:

Signed by a duly authorised  
representative on behalf of the Agency:

Name:  
Title:  
Date: