

## FREELANCER AGREEMENT

THIS CONTRACT is made BETWEEN:-  
CONCEPT PERSONNEL LIMITED of Baltimore  
House, Gateshead, NE8 3DF ("Concept");  
and

Concept Personnel Ltd  
Baltimore House  
Gateshead  
NE8 3DF  
Tel: 0191 250 5920

info@conceptpersonnel.com  
www.conceptpersonnel.co.uk

Company reg: 4682213

.....("the Freelancer").

**concept** | where talent  
meets opportunity

### 1. DEFINITIONS

In this Agreement (unless the context otherwise requires):

- 1.1 "the Assignment" means the period during which the Freelancer is engaged by the Client to provide the Services the details of which are as set out on the Assignment Details Form;
- 1.2 "Assignment Details Form" means written confirmation of the details of the Assignment (as varied from time to time) to be given to the Freelancer;
- 1.3 "AWR" means the Agency Workers Regulations 2010;
- 1.4 "the Client" means the person, firm, company, or body from time to time to whom the Freelancer is supplied and/or introduced;
- 1.5 "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.
- 1.6 "the First Day" means either: the first occasion on which a Freelancer is supplied to work for the Client; or the first day of an Assignment where there has been more than 42 days since the end of any previous Assignment.
- 1.7 "Intellectual Property Material" means inventions, discoveries, processes, copyright works, designs, drawings, computer programs and codes and all other forms of data or records, procedures or systems in respect of which, in any case, Intellectual Property Rights subsist (or are capable of subsisting, subject to the making of the appropriate application or registration) and all other similar or analogous items;
- 1.8 "Intellectual Property Rights" means all inventions, patents, registered designs, know-how, trademarks and service marks (whether registered or not), any trade, brand or business names and any distinctive sounds used to differentiate the goods and services of a business, domain names, utility models, copyright (including all such rights in computer software, information, know-how, techniques and records and any databases), moral rights and the goodwill attaching to any of them and applications for any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world;
- 1.9 "Qualifying Period" means 12 continuous calendar weeks (each calendar week starting on the same day as the first Assignment with the relevant Client in which the qualifying period commenced for the purposes of the AWR) during which, in each such week, the Freelancer is supplied by one or more Temporary Work Agencies to work temporarily for, and under the supervision of, the relevant Client in the same role, within the meaning of Regulations 7 and 8 of the AWR. No account shall be taken of any period before 1 October 2011;
- 1.10 "the Relevant Period" means the longer period of either 14 weeks from the First Day on which the Freelancer worked for the Client, or 8 weeks from the day after the Freelancer was last supplied by Concept to the Client.
- 1.11 "the Services" means the tasks or work from time to time provided by the Freelancer to the Client.
- 1.12 "Temporary Work Agency" means temporary work agency as defined in Regulation 4 of the AWR;
- 1.13 "Website" means Concept's website which is located at [www.conceptpersonnel.com](http://www.conceptpersonnel.com).  
Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.  
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 this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.  
The headings contained in this Agreement are for convenience only and do not affect its interpretation.

### 2. THE CONTRACT

- 2.1 Where notice is given by Concept that this Agreement will apply, Concept acts as an employment business in finding work and introducing the Freelancer to the opportunity of work with its clients.
- 2.2 The Freelancer will be engaged under a contract for services between Concept and the Freelancer for the duration of the Assignment or any extension.
- 2.3 No contract shall exist between Concept and the Freelancer during any period when the Freelancer is not on an Assignment.

- 2.4 For the avoidance of doubt no relationship of employer and employee between Concept and the Freelancer or between the Client and the Freelancer is created by this Agreement. The Freelancer is engaged as a worker and his/her attention is drawn to clauses 2.2, 2.3, 2.5, 2.7, 8 and 13.3.1.
- 2.5 Concept will endeavour, without any guarantee, express or implied, to provide suitable positions for the Freelancer that are within the capabilities of the Freelancer. Concept accepts no liability for a failure to offer opportunities for Assignments to the Freelancer.
- 2.6 Concept will endeavour to find freelance work in the roles of [ ] for the Freelancer.
- 2.7 Concept will notify the Freelancer of the availability of work and the Freelancer will advise Concept immediately as to his or her willingness and/or ability to undertake the same. The Freelancer is under no obligation to accept any work offered by Concept.
- 2.8 Unless otherwise agreed in writing by Concept, commencement of the Services for the Client will be deemed acceptance by the Freelancer of the terms of this Agreement.
- 2.9 No variation or alteration of this Agreement shall be valid unless approved by an Authorised Representative of Concept in writing.
- 3. PAYMENT**
- 3.1 Concept considers that it is a Temporary Work Agency and as such, after the Freelancer has completed the Qualifying Period, Concept shall use reasonable endeavours to ensure that it provides the Freelancer with the basic working and employment conditions the Freelancer would be entitled to for doing the same job had he/she been recruited directly by the Client as an employee or a worker at the time the Qualifying Period commenced or the same basic working and employment conditions as a comparable employee in accordance with Regulation 5 of the AWR.
- 3.2 Concept expects to achieve a minimum rate of remuneration of £7.83 per hour for the Freelancer. However, there is no guarantee that this rate will be achieved. Subject to clauses 3.3 and 3.4 below, the actual rate to be paid to the Freelancer will be notified prior to each Assignment.
- 3.3 Further to clauses 3.1 and 3.2 above, if pursuant to the AWR the Freelancer is entitled to any different terms and conditions in relation to the duration of working time, night work, rest periods/breaks as a result of (a) having completed the Qualifying Period on the start date of the relevant Assignment or (b) following completion of the Qualifying Period during the relevant Assignment, details of those terms and conditions will be set out on the relevant Assignment Details Form or any variation to it (as the case may be).
- 3.4 Further to clauses 3.1, 3.2 and 3.3 above, Concept shall (as the case may be):-
- 3.4.1 pay to the Freelancer the Initial Pay Rate (as set out on the Assignment Details Form or any variation to it) unless and until the Freelancer has completed the Qualifying Period; and/or
- 3.4.2 pay to the Freelancer the Qualified Pay Rate and any Qualified Benefits (if any) (as set out on the Assignment Details Form or any variation to it) if the Freelancer has already completed the Qualifying Period at the start of the relevant Assignment or after completion of the Qualifying Period during the relevant Assignment.
- 3.5 In the event the Qualified Benefits (if any) could include a bonus to which the Freelancer may be entitled, the Freelancer will comply with any requirements of Concept and/or the Client in connection with determining whether the Freelancer is entitled to such bonus and the amount of such bonus. If the Freelancer has (a) completed the Qualifying Period; (b) satisfied the relevant criteria; and (c) is entitled to receive a bonus, Concept will pay the bonus to the Freelancer.
- 3.6 Concept will endeavour to make payment to the Freelancer's nominated UK bank or building society account on a monthly basis in arrears subject to deductions for the purpose of National Insurance Contributions, PAYE and any other deductions which Concept may be required by law to make.
- 3.7 Subject to clause 5 and to any entitlement to Statutory Sick Pay, the Freelancer is not entitled to payment from Concept or its Clients for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason. The Freelancer is also referred to clause 12.2. Subject at all times to compliance with the AWR, payments shall only be made for working time.
- 3.8 Subject to clause 7, Concept shall pay the Freelancer for all hours worked regardless of whether payment is received from the Client for those hours.
- 4. EXPENSES**
- 4.1 Expenses reasonably incurred by the Freelancer will be reimbursed by Concept provided that clauses 4.2 and 4.3 have been satisfied.
- 4.2 Any expenses must be authorised in advance in writing by the Client to Concept. This includes details of the amount and the nature of the expense.
- 4.3 The Freelancer must provide receipts for any expenses on request by Concept and in any event within one month of the date the expense was incurred.
- 4.4 Expenses are payable on the date of the next payroll following production of the receipts by the Freelancer in accordance with clause 4.3, unless not reasonably practicable, in which case expenses shall be paid at the date of the next payroll.
- 5. HOLIDAY ENTITLEMENT**
- 5.1 Freelancers are entitled to 5.6 weeks' paid annual leave each leave year (inclusive of public and bank holidays). For the purposes of calculating payment for annual leave no account shall be taken of any hours worked above the normal working hours of the Client.
- 5.2 Freelancers engaged part way through a leave year will accrue holiday entitlement pro rata from the day of the Freelancer's first Assignment. The Freelancer is only entitled to take the paid annual leave which he or she has accrued to the date when the Freelancer wishes to take the leave.
- 5.3 The leave year is from 1 January to 31 December.
- 5.4 Where a Freelancer wishes to take paid leave during the course of an Assignment s/he should notify Concept of the dates of his/her intended absence,

- giving notice of at least two weeks.
- 5.5 The parties acknowledge that, upon completion of the Qualifying Period, the Freelancer may be entitled to paid and/or unpaid annual leave in addition to the entitlement pursuant to the Working Time Regulations 1998 as described by clause 5.1 above. In the event that this applies to any Assignment the details will be set out on the relevant Assignment Details Form (or any variation to it).
- 5.6 No holiday entitlement can be carried forward to the next leave year and any holiday not taken in a leave year will be lost unless otherwise stated on the Assignment Details Form (or any variation to it) and necessary to comply with the AWR.
- 5.7 The provisions of this clause 5 are intended to comply with the statutory minimum requirements in force at the date of this Agreement. They do not provide any additional rights for the Freelancer above such statutory requirements from time to time.
- 6. CONDUCT DURING ASSIGNMENTS**
- 6.1 The Freelancer is not obliged to accept any Assignment offered by Concept, but if an Assignment is accepted, during every Assignment and afterwards, as appropriate, the Client will expect certain standards. In particular, the Client will expect the Freelancer to:-
- 6.1.1 Co-operate with the Client's reasonable instructions and accept the direction, supervision and instruction of any responsible person in the Client's organisation;
- 6.1.2 perform the Services for the Client in good faith in order to comply with the Freelancer's duty to act at all times in trust and confidence and in the Client's and Concept's best interests;
- 6.1.3 observe any rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Freelancer might reasonably be expected to ascertain;
- 6.1.4 take all reasonable steps to safeguard personal safety and the safety of any other person who may be present or affected by the Freelancer's actions on the Assignment and comply with the Health and Safety policy and procedures of the Client;
- 6.1.5 not take any computer media onto the Client's establishment or load any computer media onto any system of the Client unless specifically authorised to do so by a responsible person in the Client's organisation;
- 6.1.6 not engage in any conduct detrimental to the interests or reputation of the Client or Concept; and
- 6.1.7 possess the experience, training, qualifications and any authorisation which the Client considers necessary, or which are required by law or by any professional body for the Freelancer to perform the Services.
- 6.2 The Freelancer warrants that s/he shall only accept the offer of an Assignment if s/he satisfies the requirements of clause 6.1.7 in relation to that particular Assignment. If the Freelancer does not satisfy the requirements of clause 6.1.7 the Freelancer shall inform Concept in accordance with clause 10.2.6.
- 6.3 If the Freelancer is unable for any reason to attend work during the course of an Assignment s/he should inform the Client as soon as possible and in any event, within one hour of the time at which the Freelancer is expected to start work to enable alternative arrangements to be made.
- 6.4 The parties acknowledge that pursuant to the AWR, the Client is required to give the Freelancer access to the Client's collective facilities and amenities unless refusal or less favourable treatment can be objectively justified. The Freelancer shall notify Concept immediately if, during the course of an Assignment he/she is not given access to the Client's collective facilities and amenities.
- 6.5 Pursuant to the AWR the Client is also obliged to inform the Freelancer of any relevant vacant posts with the Client during an Assignment. The Freelancer shall notify Concept immediately if, during the course of an Assignment he/she becomes aware that the Client is in breach of this obligation.
- 7. CONFIRMATION OF HOURS WORKED**
- 7.1 To enable Concept to process payments on time the Freelancer shall provide Concept with a signed and completed timesheet no later than 12pm on the following Monday after the week of the Assignment otherwise payment may be delayed.
- 7.2 Concept may seek confirmation from the relevant Client(s) that the reported day(s) have been worked. Concept shall not be obliged to make any payment to the Freelancer if such confirmation is not forthcoming, until such time as reasonable checks can be made that the work has been properly completed by the Freelancer.
- 7.3 If the Freelancer fails to submit a properly authenticated timesheet Concept shall conduct further investigations into the hours claimed by the Freelancer and the reasons that the Client has refused to sign the timesheet in respect of those hours. This may delay any payment due to the Freelancer. Concept shall make no payment to the Freelancer for hours not worked.
- 8. TERMINATION OF AN ASSIGNMENT**
- 8.1 The Client or Concept may without notice and without liability terminate or vary the terms of an Assignment at any time. In particular the Freelancer acknowledges that each Assignment is subject to the continued contractual relationship between Concept and the Client and, in the event the contract is terminated for any reason, the Assignment shall cease with immediate effect. No liability to the Freelancer shall arise in relation to such termination regardless of any previous indication of the terms of a particular Assignment including the duration or likely duration of an Assignment.
- 8.2 The Freelancer may terminate an Assignment without notice.
- 9. CONFIDENTIALITY**
- 9.1 The Freelancer shall not at any time disclose to any person, firm or company or use for his/her own or any other person's benefit, any trade secrets or confidential information gained during or in connection with an Assignment or otherwise.
- 9.2 In the event that the Client takes legal action against Concept for the disclosure of trade secrets or confidential information by the Freelancer the

- Freelancer shall indemnify Concept in full for any and all liability to damages and costs (including legal costs) incurred in connection with such action.
- 9.3 Some Assignments may require the Freelancer to enter into an express confidentiality agreement with the Client.
- 9.4 All negotiations relating to Assignments shall be held between Concept and the Client. The Freelancer must not discuss terms and conditions with Clients, the Client's employees or with other freelancers. In particular, the Freelancer shall not disclose his/her hourly rate to the Client, the Client's employees or other freelancers.
- 9.5 This clause shall not apply:
- 9.5.1 to any disclosure or use authorised by the Client or by Concept (as appropriate) in writing or any disclosure required by law to be made;
- 9.5.2 if the information has come into the public domain other than through the unauthorised disclosure by the Freelancer or another; or
- 9.5.3 to any "protected disclosure" within the meaning of Section 43A of the Employment Rights Act 1996.
- 9.6 This obligation of confidentiality will continue to have effect after termination of the Assignment and/or this Agreement for any reason whatsoever.
- 10. DUTY TO INFORM**
- 10.1 If the Freelancer accepts an Assignment offered by Concept and:-
- 10.1.1 if, after 1 October 2011, the Freelancer has worked in the same or a similar role (as the Assignment) with the Client via any third party (whether another employment business or otherwise); and/or
- 10.1.2 if, after 1 October 2011, the Freelancer has before the relevant Assignment starts and/or during the relevant Assignment, either (a) completed two or more assignments with the Client and/or (b) worked in more than two roles during an assignment with the Client and on two or more occasions worked in a role which was different from the previous role, the Freelancer shall as soon as possible and in any event before the start of each such Assignment and during each Assignment (as appropriate) and at any time on request by Concept confirm to Concept that 10.1.1 and/or 10.1.2 (a) and/or (b) applies (as the case may be) and provide full details of the work carried out, the locations at which the work was done, the period during which the work was done and any further details requested by Concept.
- 10.2 The Freelancer shall inform Concept immediately if:
- 10.2.1 the Client directly offers to engage the Freelancer whether on a temporary or permanent basis and whether as an employee, worker or self-employed and whether via another employment business or employment agency;
- 10.2.2 the Client asks the Freelancer to extend the Assignment;
- 10.2.3 the Client introduces the Freelancer to a third party with the intention of, or resulting in, the Freelancer performing services for that third party or being engaged by the third party on any basis;
- 10.2.4 at any time a complaint is made by a Client or any other person, firm, company or body against the Freelancer;
- 10.2.5 the Freelancer's state of health changes in such a way as to affect his/her suitability to provide the Services;
- 10.2.6 either before or during the course of an Assignment, the Freelancer becomes aware of a reason why s/he may not be suitable for an Assignment which shall include any failure to comply with clause 6.1.7;
- 10.2.7 it transpires that s/he has been supplied to perform the duties of a worker taking part in an industrial dispute; or
- 10.2.8 after completing the Qualifying Period or at any other time he/she is of the view that he/she is not receiving the same basic working and employment conditions as a comparable employee or those basic working and employment conditions as he/she would be entitled to for doing the same job had he/she been employed or engaged directly by the Client as prescribed by the AWR.
- 10.3 The Freelancer is required to provide Concept with:
- 10.3.1 a fair and honest representation of his/her experience, skills and qualifications;
- 10.3.2 samples of his/her work if requested by Concept; and
- 10.3.3 written and verbal references where requested.
- 10.4 The Freelancer acknowledges that if he/she does not comply with his/her obligations pursuant to clauses 6.4 and 6.5 or this clause 10 such non-compliance could cause Concept to suffer loss and Concept reserves the right to recover such losses from the Freelancer.
- 11. CRIMINAL RECORDS BUREAU CHECKS**
- 11.1 Due to the sensitive nature of some Assignments the Freelancer may be required to disclose details of any criminal record. Only relevant convictions and other information will be taken into account so disclosure need not necessarily be a bar to obtaining an Assignment.
- 11.2 In relation to such Assignments the Freelancer is required to inform Concept if s/he has ever been convicted by the courts or cautioned, reprimanded or given a final warning by the police and to provide details to Concept.
- 11.3 Where the nature of the Assignment the Freelancer is offered is such that it is appropriate for Concept or the Client to seek a Disclosure from the Criminal Records Bureau ("CRB") the offer of work will be subject to and conditional upon the Freelancer's co-operation in completing the necessary documentation in order to enable Concept or the Client to seek a Disclosure of appropriate information about the Freelancer from the CRB.
- 11.4 In such cases the offer of an Assignment is subject to and conditional upon a satisfactory CRB check. Information received from the CRB will be assessed to determine the Freelancer's suitability for the Assignment. If, following such assessment, Concept or the Client concludes that the Freelancer is unsuitable for the position the offer of an Assignment will be withdrawn.
- 12. WORKING TIME REGULATIONS 1998**
- 12.1 By signing this Agreement the Freelancer agrees that the maximum limit on working hours under the Working Time Regulations 1998 does not apply to any

Assignment or series of Assignments. The Freelancer's agreement to this is given for an indefinite period but shall be revocable by giving three months' written notice to Concept.

- 12.2 For the avoidance of doubt and for the purposes of the Working Time Regulations 1998, the Freelancer's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Freelancer's working time unless this is necessary for the purpose of complying with the AWR.
- 12.3 If the Freelancer, whilst working under this Agreement, is working for another person/company/body the Freelancer must notify Concept so that, if necessary, working arrangements can be adjusted in order to comply with the Working Time Regulations 1998.

### 13. LIABILITY

- 13.1 Subject to clause 13.2 to the fullest extent permitted by law Concept accepts no liability to the Freelancer (whether in contract, tort (including negligence) or otherwise), howsoever arising, out of or in connection with the Assignment save for payment of fees and expenses that are properly due to the Freelancer in accordance with this Agreement.
- 13.2 Nothing in this Agreement excludes or limits Concept's liability for death or personal injury caused by Concept's negligence or for fraudulent misrepresentation.
- 13.3 Subject to clause 13.2:-
- 13.3.1 Concept shall not be liable to the Freelancer for any loss of profit, loss of production, financial loss, depletion of goodwill or any indirect losses, damages, costs or expenses whatsoever which arise out of or in connection with this Agreement or its contemplated performance or lack of performance; and
- 13.3.2 Concept's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance or lack of performance of this Agreement shall be limited to the minimum hourly rate of remuneration multiplied by 30.
- 13.4 The Client will be solely responsible for assigning work to the Freelancer and determining the acceptability of the Services provided. Since Concept is not entitled to, nor will it seek to, exercise supervision, direction or control as to the manner in which the Services are executed by the Freelancer, the Freelancer will be exclusively liable to the Client for any claim, loss, damage, costs or expenses incurred by the Client or arising otherwise in connection with any act or omission or neglect on the part of the Freelancer in executing the Services.
- 13.5 The Freelancer shall indemnify Concept in full for all liability arising out of or in connection with any act or omission or neglect on the part of the Freelancer in executing the Services.

### 14. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall, for any reason,

be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, which shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein.

### 15. DATA PROTECTION

- 15.1 Concept conforms fully to the requirements of Data Protection legislation. To enable Concept to advise Freelancers from time to time of details of suitable positions as they become available Concept maintains records of Freelancers for a period of 24 months from the end of the last Assignment.
- 15.2 In the course of Concept's dealings with the Freelancer Concept will collect, retain and process personal information about the Freelancer for the purposes of finding appropriate Assignments for the Freelancer and administering pay and benefits to which the Freelancer may be entitled. In addition, Concept may also use sensitive personal information about the Freelancer so that it can monitor compliance with the law and best practice, for example in relation to equal opportunities and non-discrimination.

### 16. INVENTIONS AND DESIGN

- 16.1 The parties foresee that the Freelancer may make, discover or create Intellectual Property Rights in the course of an Assignment.
- 16.2 The Freelancer irrevocably agrees that all Intellectual Property Materials made, created, discovered, conceived, written, designed or originated by the Freelancer, whether alone or in conjunction with any other person, during an Assignment whether capable of being patented or registered or not, relating to the business of the Client or in any way capable of being used or adapted for use in or in connection with such business shall be immediately disclosed to the Client (together, where relevant, with all information and data in the Freelancer's possession as to the exact mode of working, producing and using the same) and the Freelancer shall immediately assign to the Client such Intellectual Property Materials and all Intellectual Property Rights relating thereto upon their creation, discovery, conception, drafting, design or origination together with, where necessary, all rights to apply for the Intellectual Property Rights.
- 16.3 The Freelancer shall if required to do so by the Client at the Client's expense do all things and execute all documents necessary to vest all such Intellectual Property Right absolutely in the Client or its nominees as absolute legal and beneficial owner (without payment to the Freelancer for them) and to secure, preserve and enforce all appropriate forms of protection therefore in any part of the world.
- 16.4 If the Freelancer makes or discovers or participates in the making or discovery of any Intellectual Property Right during an Assignment but which is not the property of the Client under clause 16.2 the Client shall subject only to the provisions of the Patents Act 1977 have the right to acquire for itself or its nominee the Freelancer's rights in the Intellectual Property Right on fair and reasonable terms to be agreed or settled by a single arbitrator.

- 16.5 The Freelancer waives all moral rights (as defined in the Copyright, Designs and Patents Act 1988) in relation to the Intellectual Property Rights which are the property of the Client by virtue of clause 16.2.
- 16.6 Rights and obligations under this clause 16 shall continue in force after termination of this Agreement or the termination of an Assignment in respect of Intellectual Property Rights made or discovered during the Assignment and shall be binding upon the Freelancer's personal representatives.
- 17. RESTRICTIONS**
- 17.1 The Freelancer shall not, unless authorised by a responsible person in the Client's organisation:-
- 17.1.1 provide the Services at a location other than the Client's premises; or
- 17.1.2 sell, influence or advise the Client on hardware or software purchases or systems maintenance.
- 17.2 If, before the first Assignment for a particular Client, during the course of an Assignment, or within the Relevant Period, the Client wishes to engage the Freelancer direct or through another employment business, the Freelancer acknowledges that Concept will 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 Freelancer may be engaged directly by the Client or through another employment business without further charge to the Client. In addition Concept will be entitled to charge a fee to the Client if the Client introduces the Freelancer to a third party who subsequently engages the Freelancer within the Relevant Period.
- 18. REFER A FRIEND**
- The Freelancer is referred to Concept's "Refer a Friend" Scheme. This provides for a payment to be made to the Freelancer should s/he introduce a friend to Concept who is then placed in a permanent position by Concept. All such introductions must be made through Concept to qualify for the payment.

- 19. WEBSITE**
- 19.1 Where the Freelancer accesses the Website, such access is subject to compliance with the terms of use notified to him/her on the Website.
- 19.2 The Freelancer shall ensure that any designs and other work posted on the Website by the Freelancer are either owned by the Freelancer, or that the Freelancer otherwise warrants that s/he has permission to use such designs or works.
- 19.3 Concept disclaims all liability for the content, legality, reliability or operability of the designs or other works which the Freelancer posts on the Website and the Freelancer agrees to indemnify Concept in full against any and all damages, losses, costs, claims or expenses Concept incurs itself or towards a third party arising out of or in connection with the design or works which the Freelancer posts on the Website or their operation or use and whether arising by reason of the Freelancer's negligence or otherwise.
- 20. ACCURACY OF INFORMATION**
- The Freelancer warrants to Concept that all information which the Freelancer has provided is true and accurate in all respects and is not misleading. The Freelancer further warrants that all future information provided by the Freelancer shall be true, accurate and not misleading.
- 21. TERMINATION**
- This Agreement may be terminated by either party at any time with immediate effect and without liability. Any clause in this Agreement which expressly or by implication is intended to come into or continue in force on or after the termination of this Agreement shall remain in full force and effect.
- 22. GOVERNING LAW AND JURISDICTION**
- This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

Please confirm your acceptance of this Agreement by signing below:-

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNMENT DETAILS FORM**  
**FREELANCER**

DETAILS OF THE FREELANCER AND CLIENT:	
Name and address of the Freelancer: Name	
of the Client:	
Address of the Client:	
Nature of the Client's business:	
Name of Client's contact to report to on arrival:	
ASSIGNMENT DETAILS:	
Start date of the Assignment:	
Actual OR Likely duration of the Assignment:	Duration: Actual/Likely (delete as appropriate)
Calendar weeks already accrued towards the Qualifying Period for the purposes of Regulations 7 and 8 of the Agency Workers Regulations 2010:	
The type of work / services to be performed:	
Location of work:	
Reporting location and time:	
Hours of work:	
The experience, training, qualifications and any authorisation necessary or required by law or a professional body:	
Any known health and safety risks and the steps the Client has taken to reduce the risks:	
COLLECTIVE FACILITIES:	
Client's collective facilities available to the Freelancer:	
PAY:	
Any expenses payable:	
Initial Pay Rate:	
Qualified Pay Rate and Qualified Benefits (if any):	
Intervals of payment:	
ANNUAL LEAVE:	
Number of additional paid / unpaid annual leave days following completion of the Qualifying Period:	
Other terms and conditions relating to annual leave following completion of the Qualifying Period:	
ADDITIONAL TERMS AND CONDITIONS	
Additional terms and conditions following completion of the Qualifying Period relating to: the duration of working time, night work, rest periods / breaks:	

This Assignment is subject to the Agreement between the Freelancer and Concept Personnel Limited dated .....  
 Subject to the Agreement dated [ ..... ] Concept Personnel Limited accepts no liability for any payments to the Freelancer except in relation to work already performed if the Assignment terminates prior to its actual or likely duration.  
 Please confirm your acceptance of this Assignment by signing below.

Print Name Of Freelancer: .....

Signed By Freelancer: ..... Date: .....

Signed: ..... Date: .....  
 [for and on behalf of Concept Personnel Limited]

## BANK DETAILS

Please provide your bank details below to enable us to pay you by bank transfer.

BANK NAME:								
BANK ADDRESS:								
ACCOUNT NAME:								
ACCOUNT NUMBER:								
SORT CODE:	<table border="1"><tr><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td></tr></table>			-			-	
		-			-			

Your payslip will be posted to the following address (please amend details if incorrect):

.....

.....

.....

Please complete and sign the relevant statement below.

### STATEMENT A

PAYE Employee

I confirm that I am an employee and require Concept Personnel to deduct tax and National Insurance contributions, and to make Employer's National Insurance contributions, on my behalf.

I enclose the following (tick appropriate box): P45  P46

Signed ..... Date .....

### STATEMENT B

Earning a Second Income

NI Number .....

I confirm that I am already in full time employment and receiving my full personal tax allowance. Concept Personnel is providing me with a second income, will deduct tax and National Insurance at base rate and make Employer's National Insurance Contributions on my behalf.

Signed ..... Date .....