

HAYS TIMESHEET SYSTEMS TERMS & CONDITIONS

(Hays Timesheet Systems)

You are required to read through the information below carefully because EACH TIME you use Hays Timesheet Systems you are deemed to have ACCEPTED these terms and conditions.

DEFINITIONS

"Agreement" means this Agreement entered into by Hays and the user of Hays Timesheet Systems.

"Assignment" means the role undertaken by the Temporary Worker/Contractor for the Client.

"Client" means the organisation with which Hays has placed the Temporary Worker/Contractor for the purpose of providing services, in consideration of which Hays requires payment.

"Client Representative" means a client representative selected by the Temporary Worker/Contractor from a selection of names presented to him by the Client who is authorised by Hays to access HAYS Timesheet Systems for the Purpose. The role of the Client representative is to verify and authorise the Temporary Worker/Contractors timesheets on behalf of the Client.

"Hays Timesheet Systems" means the Hays Timesheet Systems, which are developed, owned and operated by HAYS. The Hays Timesheet Systems facilitate the payment of wages/fees to the Temporary Worker/Contractor following verification and authorisation by the Client Representative, on behalf of the Client, for the hours recorded.

"Hays" means Hays Specialist Recruitment Limited, Hays Life Sciences Limited, Hays Healthcare Limited, Hays Social Care Limited, James Harvard Limited or H101 Limited.

"Terms and Conditions" means the information displayed on Hays Timesheet Systems, including these defined terms and their meanings.

"Purpose" means the electronic completion, submission, verification and authorisation of timesheets via Hays Timesheets Systems so that the delivery of the services on Assignment by a Temporary Worker/Contractor for the Client is recorded accurately with the intention that Hays pays the Temporary Worker/Contractor and charges the Client. In order to achieve the Purpose the Temporary Worker/Contractor submits the timesheet and the Client Representative either authorises or rejects it.

"Temporary Worker/Contractor" means an individual who provides his/her services under a contract for services or as a limited company contractor and who is authorised to access Hays Timesheet Systems for the Purpose.

"Terms of Assignment" means the contractual document governing the Temporary Worker/Contractors Assignment through Hays with the Client.

"Terms of Business" means the contractual document with the Client governing the supply of the Temporary Worker/Contractor by Hays.

DECLARATION BY THE TEMPORARY WORKER/CONTRACTOR

I have read the Terms of Assignment.

I confirm my acceptance of the Terms of Assignment and agree to be bound by them.

I agree to maintain the confidentiality of my user and login codes.

I understand that Hays will act in reliance on my input to Hays Timesheet Systems.

I undertake to act at all times honestly, with integrity and in good faith with regard to my input to Hays Timesheet Systems.

In providing the information contained herein I hereby consent to the use of my personal data by Hays and/or the Client and/or the Client Representative for the Purpose and for any other related purpose in accordance with the Data Protection Act 2018.

I confirm that:

(i) I am the Temporary Worker/Contractor named on this timesheet and that I am submitting this timesheet.

(ii) The hours recorded by me are an accurate record of the time worked by me on Assignment during the period stated; and

(iii) The details entered into Hays Timesheet Systems by me are correct and complete.

(iv) I have not claimed any of the same hours / days for any other client or any other work.

I understand and accept that the information provided by me needs to be verified and authorised by the Client Representative and that, if authorised, it will form the basis of payment to me by Hays.

I understand and accept that any incorrect/incomplete information provided by me and/or a delay in the submission of information may (depending on the circumstances) result in a delay in payment to me/my limited company, partial payment or non-payment.

I understand that a false recording of the hours worked by me is a criminal offence and may lead to legal and other action being taken by Hays including, but not limited to, the commencement of proceedings to recover any sums paid in error as a result of such false recording.

I understand that all holiday/annual leave bookings, including booking or amending/cancelling future holidays can be done through Hays Timesheet Systems. A booked holiday will be paid as soon as it becomes valid and when the relevant payment period is reached, unless cancelled or amended. If a holiday is booked but not taken, where it was not cancelled before the date of the holiday then the holiday will be paid and Hays will not be liable to repay for the holiday being taken at a later date.

I accept that Hays shall not be liable to me for any losses, expenses, costs or liabilities suffered or

incurred by me in connection with my use (or misuse) and/or the operation of Hays Timesheet Systems whether direct or indirect including, but not limited to, consequential loss and the loss of business, revenue or profits.

I agree to indemnify Hays and to keep Hays indemnified in respect of (i) all losses, expenses, costs, claims or liabilities arising from or related to my negligent use (or misuse) of Hays Timesheet Systems and/or my input to Hays Timesheet Systems (ii) any breach of my obligations as set out in these terms and conditions.

DECLARATION BY THE CLIENT REPRESENTATIVE

I undertake to act at all times honestly, with integrity and in good faith with regard to my input to Hays Timesheet Systems. I understand that Hays will act in reliance on my input to Hays Timesheet Systems.

I agree to maintain the confidentiality of my user and login codes where provided.

I understand that in the use of Hays Timesheet Systems, Client Representatives retain information provided, as required by law. I therefore undertake to comply with the requirements of the Data Protection Act 2018 in my obtaining and handling of such personal information.

I hereby submit on behalf of the Client verification of and authorisation for the hours recorded by the Temporary Worker/Contractor.

I understand that in verifying and authorising such hours I am confirming (to the best of my knowledge and belief) that they are a complete and accurate record of the hours worked by the Temporary Worker/Contractor for the period specified. I further understand that Hays is relying on this authorisation in order to pay the Temporary Worker/Contractor for the hours worked and to charge the Client.

In submitting this verification and authorisation I hereby give Hays authority to pay the Temporary Worker/Contractor for the hours recorded and to charge the Client accordingly, subject always to the proviso that the Clients invoice figure shall additionally include the agreed charge.

I accept that Hays shall not be liable to me for any losses, expenses, costs or liabilities suffered or incurred by me in connection with my use (or misuse) of Hays Timesheet Systems whether direct or indirect including, but not limited to, consequential loss and the loss of business, revenue or profits.

I agree to indemnify Hays and keep Hays indemnified in respect of (i) all losses, expenses, costs, claims or liabilities arising from or related to my negligent use (or misuse) of and/or my input to Hays Timesheet Systems (ii) any breach of my obligations as set out in these terms and conditions.

GENERAL

Hays Timesheet Systems must only be used by authorised individuals who have been provided with access and login codes. Access and login codes or requests for approval by email must not be passed on to any other person and should be treated with the same degree of care as would be extended to a personal identification number issued for banking purposes.

In the use of Hays Timesheets Systems, Hays will retain information provided as required by law for audit and other purposes. In obtaining and handling any personal information provided, Hays undertakes to comply with the requirements of the Data Protection Act 2018.

Hays shall be entitled to set-off and the Temporary Worker/Contractor hereby accepts Hays setting-off, of any monies owed by Hays to the Temporary Worker against monies owed by the Temporary

Worker/Contractor to Hays.

Hays does not warrant that Hays Timesheet Systems will operate error free or that there will be no interruptions to service.

Hays may withdraw, suspend, alter and otherwise deal with Hays Timesheet Systems at any time without giving prior notice to the Temporary Worker/Contractor, Client Representative or any third party.

Hays may for any reason whatsoever terminate this Agreement at any time by notice to be effective immediately, given to the other party (ies) to it.

Hays may terminate this Agreement forthwith by giving notice in writing to the other party (ies) to it if the other party (ies) commit(s) a material breach of this Agreement which in the case of a breach capable of remedy shall not have been remedied within 14 days of the receipt by the other of a notice from Hays identifying the breach and requiring its remedy.

Hays shall not be liable to the Temporary Worker/Contractor, the Client, the Client Representative or to any third party arising out of or in connection with this Agreement and/or the operation of Hays Timesheet Systems, for any damages, losses, expenses, costs or liabilities suffered or incurred whether direct or indirect including, but not limited to, consequential loss or damage and the loss of business, revenue or profits in each case howsoever caused or arising.

These terms and conditions may be changed by Hays at any time without prior notice.

The parties acknowledge and agree that these terms and conditions shall not constitute, create or give effect to a joint venture, partnership, or formal business organisation or relationship of any kind (including the relationship of employer and employee).

In these terms and conditions the singular includes the plural and vice versa and any gender includes any other gender.

All representations, warranties and analogous provisions relating to Hays Timesheet Systems and/or Hays Timesheet Systems as to their operation and/or use are hereby excluded to the maximum extent permitted by law.

If any of these terms and conditions conflict with either the Terms of Assignment or Terms of Business, these terms and conditions shall prevail to the extent there is any conflict.

If any of the provisions of this Agreement (in whole or part) are deemed invalid or unenforceable by a court of competent jurisdiction or equivalent, the same shall be removed from the remaining provisions and shall not in any way affect the validity or enforceability of the remaining provisions.

No delay or indulgence by Hays in enforcing the provisions of this Agreement shall prejudice or restrict Hays rights under this Agreement.

This Agreement shall continue in force to the extent necessary to give effect to those of its provisions that expressly or implicitly have effect after expiry or termination (as the case may be) and the rights of any party to it accruing prior to expiry or termination (as the case may be) shall not be effected. Notwithstanding termination of this Agreement, for whatever reason, the provision which makes reference to the action that may be taken by Hays in the event of a false recording of the hours worked shall remain in full force and effect, and any other provisions that by their very nature ought to survive.

No part of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999.

The validity, construction and performance of this Agreement shall be governed by English Law and all disputes, claims or proceedings relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the English Courts to which the parties to this Agreement irrevocably submit.

All intellectual property rights in Hays Timesheet Systems and the information contained in Hays Timesheet Systems, including, but not limited to, copyright, trade marks (whether registered or otherwise), logos and software shall remain the property of Hays.

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