



ePayroll Services Ltd (T/A ePayMe)

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Agency Name _____ Ltd ('Agency')

Agency Address: _____

Phone: _____

Fax: _____

Email: _____

Date _____

**Master Agreement between Umbrella and Agency
for the Supply Agency Workers**

(updated for Finance Act 2014)

For **ePayroll Services Ltd** 
(Authorised Signature, for and on behalf of ePayroll Services Ltd)

Title: Managing Director Date:

By the **Agency**
(Authorised Signature, for and on behalf of _____ Ltd)

Title: Date:

Master Agreement between Umbrella and Agency for the Supply of Agency Workers

1. Definitions and Interpretation

- 1.1. 'the Agency' means the person or company so named on the front page of this Agreement
- 1.2. 'Agreement' means this Master Agreement
- 1.3. 'Assignment' means
 - 1.3.1. an assignment to be performed by a Worker employed by ePayMe, for the benefit of a Hirer contracting with the Agency (or who is contracting with a Client of the Agency),, in accordance with a Contract, and
 - 1.3.2. 'assignment' as defined by AWR regulation 2.
- 1.4. 'Assignment Schedule' means a schedule in the form which appears at the Appendix to this Agreement
- 1.5. 'AWR' means the Agency Workers Regulations 2010 as amended from time to time, and the following terms have the meanings given to them in AWR:
 - 1.5.1. Agency Worker - regulation 3
 - 1.5.2. Hirer – regulation 2
 - 1.5.3. Qualifying Period - regulation 7
 - 1.5.4. Temporary Work Agency (also referred to in this Agreement as a 'TWA') – regulation 4
- 1.6. 'Client' means a client of the Agency who is a contractual intermediary between the Agency and the Hirer, in circumstances where the Agency does not itself contract directly with the Hirer
- 1.7. 'Conduct Regulations' means the Conduct of Employment Agencies and Employment businesses Regulations 2003 as amended from time to time, and the following terms have the meanings given to them in the Conduct Regulations:
 - 1.7.1. Work-Seeker
 - 1.7.2. Employment Business
 - 1.7.3. Work-Finding Services
 - 1.7.4. Vulnerable Person.
- 1.8. 'Contract' means a contract between ePayMe and the Agency for the performance of an Assignment by a Worker for the benefit of a Hirer, and comprising an Assignment Schedule and these terms; and in a Contract, expressions used in these terms have the meanings assigned to them in the applicable Assignment Schedule.
- 1.9. 'EAA' means the Employment Agencies Act 1973.
- 1.10. 'Employment Income' has the meaning given to it by the Income Tax (Earnings and Pensions) Act 2003
- 1.11. 'the Hirer' (in addition to the meaning under clause 1.5.2 above) means the person or company for whom a Worker is to work, as specified in an Assignment Schedule
- 1.12. 'Regulation 10' means AWR regulation 10
- 1.13. 'ePayMe' means ePayroll Services Ltd
- 1.14. 'ePayMe Associate' means a company which is an associate company of ePayMe, within the meaning of s256 Companies Act 2006
- 1.15. 'ePayMe Employee' means an individual who is an employee of ePayMe or of a ePayMe Associate
- 1.16. 'Worker' means an individual Work-Seeker, who wishes to work / works as an Agency Worker for a Hirer.
- 1.17. The headings in these terms are for convenience only and are not intended to have any legal effect.
- 1.18. 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.

2. Introductory

- 2.1. These terms govern the underlying relationship between ePayMe and the Agency. These terms also govern Contracts, as evidenced by Assignment Schedules.

- 2.2. These terms shall apply to all services agreed to be provided by ePayMe, and to all Assignments. Acceptance by ePayMe of any Contract/Assignment is conditional upon acceptance by the Agency that the services to be provided by ePayMe are governed solely by these terms. In particular, it is agreed that any purchase order or similar document from the Agency relating to the engagement is intended for the Agency's own administrative purposes only, and that notwithstanding its wording, neither a purchase order nor its content will have any legal effect.
- 2.3. Either party may terminate this Agreement at any time by written notice of such period as may be specified in the notice to the other.
 - 2.3.1. Termination of this Agreement shall have no effect on any current Assignment, and notwithstanding termination, this Agreement shall remain in force so far as necessary for the completion of any current Assignments
 - 2.3.2. Termination of an Assignment shall not operate so as to terminate this Agreement.
- 2.4. This Agreement and any Assignment Schedules together constitute the entire agreement between the parties relating to its subject matter, and supersede any earlier agreement between them; any such earlier agreement is hereby terminated by mutual consent.
- 2.5. This Agreement is not exclusive; ePayMe is and remains at liberty to also provide services (including similar services) to third parties, and the Agency is and remains at liberty to engage services (including similar services) from third parties.

3. Respective roles of each party

- 3.1. The Agency is an Employment Business and a TWA, and its business is providing Work-Finding Services to Workers, in order to match Workers with Hirers requiring the performance of Assignments, subject to Hirers' supervision direction and control; the Agency does not itself generally act in the capacity of employer, in relation to such Workers.
- 3.2. ePayMe is an umbrella company, and its business is the employment and hiring on of Workers to Employment Businesses and Hirers, for the purpose of fulfilling Assignments; ePayMe does not generally itself provide Work-Finding Services to such individuals.
- 3.3. The parties envisage that
 - 3.3.1. Workers will register with the Agency in order to seek Assignments, and the Agency will seek Assignments for such Workers
 - 3.3.2. On a Worker being offered (and indicating a wish to accept) an Assignment, the Agency may (but shall not be obliged to) introduce the Worker to ePayMe
 - 3.3.3. ePayMe or a ePayMe Associate may (but shall not be obliged to) engage the Worker as an employee, and contract with the Agency for the provision of the Worker to work in the Position for the performance of the Assignment,
 - 3.3.4. Additionally, there may be occasions when a Worker who is already a ePayMe Employee may be offered an Assignment or a further Assignment by the Agency.
 - 3.3.5. In relation to all such arrangements, the capacity in which each party will act for the purposes of the Employment Agencies Act 1973 shall be that of an Employment Business.
- 3.4. The terms on which ePayMe engages any Worker as an employee will include provision that the Worker will, when working on an Assignment:
 - 3.4.1. use reasonable care and skill
 - 3.4.2. comply with the Hirer's lawful and reasonable requirements in connection with Assignment as may be notified by the Agency and/or the Hirer from time to time
 - 3.4.3. comply with the Hirer's rules, regulations, procedures and policies as notified by the Agency and/or the Hirer from time to time, to the extent that such rules, regulations, procedures and policies apply whilst working at the Hirer's premises, including (without limitation) to any Hirer security requirements, quality requirements and health and safety procedures.

4. Other Specific Disclosures required by the Conduct Regulations

- 4.1. The Agency Pay Rate for each Assignment shall be negotiated separately and shall be inclusive of ePayMe's fees. No refunds or rebates are applicable.
- 4.2. If a Worker engaged through ePayMe is unsatisfactory, the Agency should advise ePayMe straightaway and advise ePayMe if the Agency wishes to terminate the Assignment.
- 4.3. Any Worker engaged on an Assignment will be engaged by ePayMe or a ePayMe Associate under a contract of employment, and provided to the Agency by ePayMe under a contract for services.

- 4.4. As between the parties, it is the Agency's sole responsibility to select a suitable Worker for an Assignment, and to make all relevant disclosures to ePayMe and to the Worker, including:
 - 4.4.1. the Position and the nature of the work to be done
 - 4.4.2. details of any necessary experience, training, qualifications and authorizations
 - 4.4.3. any applicable constraints on working location and times
 - 4.4.4. the start date and likely duration
 - 4.4.5. any expenses payable
 - 4.4.6. details of any known health and safety risks, and of the steps taken to prevent or control such risks
 - 4.4.7. advising whether an engagement will involve the Worker working with or caring for or attending any Vulnerable Person.

5. Assignments

- 5.1. Where the Agency wishes to place a Worker in an Assignment and to introduce the Worker to ePayMe, or where the Agency wishes to offer a Worker who is already a ePayMe Employee an Assignment, an Assignment Schedule in the form which appears at the Appendix to this Agreement will be produced by the Agency and provided to ePayMe.
- 5.2. On receipt of such a Assignment Schedule
 - 5.2.1. if ePayMe wishes to engage a Worker who is not already a ePayMe Employee, ePayMe or a ePayMe Associate will do so
 - 5.2.2. if ePayMe wishes to accept the terms set out in the Assignment Schedule, ePayMe will promptly sign and return one copy to the Agency
 - 5.2.3. otherwise, ePayMe will promptly advise the Agency.
- 5.3. Upon the earlier of (1) that Assignment Schedule being signed by both parties, and (2) the Agency or the Client or Hirer accepting from a Worker any work in the Position specified in that Assignment Schedule, a Contract on the terms set out in that Assignment Schedule and in this Agreement will become binding on the parties.
- 5.4. Any Contract is conditional on (i) the Worker entering an employment contract with ePayMe or a ePayMe Associate, and (ii) the Agency entering a contract with the respective Client or Hirer (as the case may be) for the Assignment in question and (if that contract is conditional) on that contract becoming unconditional.
- 5.5. The parties envisage that any signatures required by this section may be made and communicated by email or other means of electronic communication.

6. Contracts

- 6.1. In relation to any Contract, ePayMe's responsibilities are
 - 6.1.1. to second the specified Worker as its employee to work in the Position under the sole supervision direction and control of the Hirer at the Hirer Address and elsewhere as specified by the Hirer, for the specified duration of the Assignment
 - 6.1.2. to instruct the specified Worker to cooperate with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the Hirer for recording and verifying all time so worked
 - 6.1.3. to invoice the Agency at the Agency Pay Rate with the Invoice Frequency for all time so worked, accompanied by such evidence as the Agency may reasonably require that the time invoiced has in fact been worked
 - 6.1.4. to ensure that all remuneration it pays to the Worker is paid and taxed as Employment Income
 - 6.1.5. to comply with all relevant legal requirements which are binding on ePayMe, and to provide the Agency with such information as the Agency may reasonably request to enable the Agency to do likewise.
- 6.2. In relation to any Contract, the Agency's responsibilities are
 - 6.2.1. to pay ePayMe's invoices calculated at the Agency Pay Rate
 - 6.2.2. to take reasonable steps to ensure that the Hirer verifies all time actually worked by the Worker
 - 6.2.3. to ensure that neither it nor the Client or the Hirer pays any remuneration in respect of the Worker other than via ePayMe

- 6.2.4. to comply with all relevant legal requirements which are binding on the Agency, and to provide ePayMe with such information as ePayMe may reasonably request to enable ePayMe to do likewise
- 6.2.5. to contract with the Client or the Hirer (as the case may be) on terms which provide that the Hirer will be solely responsible for the exercise of supervision direction and control over the Worker, in the course of the Assignment.
- 6.3. It is acknowledged by both parties that
 - 6.3.1. all charges are subject to VAT as applicable
 - 6.3.2. there is no obligation on the Agency to make payment other than in respect of time actually worked by the Worker
 - 6.3.3. ePayMe 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
 - 6.3.4. 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 or Hirer
 - 6.3.5. so far as payment is concerned, the Agency's sole obligation is to make payments on the basis provided for in an Assignment Schedule, and the Agency will not be responsible for making any payments for salary, sickness SSP and holiday pay, pensions, and other employee benefits; ePayMe 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 or the Hirer's own acts defaults or omissions.

7. Payment

- 7.1. So far as payment of ePayMe's invoices is concerned, time is of the essence, and if the Agency does not pay any sum due within the Payment Terms then, without prejudice to any other remedy:
 - 7.1.1. ePayMe may withhold or suspend the provision of further work by any Worker in respect of any Contract; and
 - 7.1.2. all sums owing by the Agency to ePayMe on any account shall become due and payable immediately; and
 - 7.1.3. the Agency will pay interest and fixed charges 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; and
 - 7.1.4. ePayMe may terminate any or all then current Contracts.
- 7.2. Without prejudice to any claim the Agency may have against the Worker,
 - 7.2.1. the Agency may not make deductions or deferrals in respect of any disputes with or claims against ePayMe, until and unless the same have been agreed; and
 - 7.2.2. the Agency may not withhold payment in respect of any time actually spent by a Worker working in the Position during the Assignment Hours of Work.

8. AWR

- 8.1. The Agency acknowledges that ePayMe's role is substantially administrative, and (unless ePayMe has agreed in an Assignment Schedule to operate an assignment under Regulation 10), that ePayMe operates on the basis that, from the sums paid by the Agency,
 - 8.1.1. ePayMe will retain as its fee 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
 - 8.1.2. subject thereto, all other funds received from the Agency will be applied
 - 8.1.2.1. first, in payment of National Minimum Wage to the Worker, in setting aside a paid leave provision, and in discharging any Employer's NIC liability in respect of sums to be paid to the Worker
 - 8.1.2.2. secondly, in payment of expenses legitimately reimbursed to the Worker
 - 8.1.2.3. thereafter, in payment of the balance to the Worker as Employment Income.
 - 8.1.3. the pay (within the meaning of the AWR, and including expenses legitimately reimbursed to the Worker) that can be paid to the Worker is therefore determined by the sums paid to ePayMe by the Agency

- 8.1.4. each temporary work agency in the contract chain and the Hirer has a responsibility for complying with the provisions of AWR.
- 8.2. If (unless ePayMe has agreed in an Assignment Schedule to operate an assignment under Regulation 10) it comes to ePayMe's notice that the Worker's pay is less than would be required to comply with the AWR, ePayMe will notify the Agency accordingly; and on receipt of such notice, the Agency will
 - 8.2.1. In respect of the period up to the date of such notice, pay ePayMe an additional amount sufficient to enable it to comply with its obligations under AWR regulation 5 in relation to pay (including Employer's NIC thereon and any requisite additional paid leave provision) in respect of the period from the end of the Qualifying Period to the date of such notice, and
 - 8.2.2. At the Agency's option, either
 - 8.2.2.1. Terminate the Assignment, or
 - 8.2.2.2. increase the Agency Pay Rate to such sum as will enable ePayMe to comply on an ongoing basis with its obligations under AWR regulation 5 in relation to pay.
- 8.3. ePayMe and the Agency
 - 8.3.1. recognize that the prompt and accurate provision of information either to other is necessary for the fulfillment of the parties' respective obligations under AWR
 - 8.3.2. will mutually cooperate in relation to the prompt provision of such information as may be reasonably required by the other for the purpose of ensuing compliance with AWR.
 - 8.3.3. warrant the accuracy of any such information so disclosed
 - 8.3.4. will indemnify the other against loss suffered as a result of the provision of any such information which is inaccurate
- 8.4. Clause 13 (Limitation and Exclusion) shall not apply in relation to the liability of either party to the other under this clause 8 (AWR).

9. Termination of a Contract

- 9.1. A Contract may be terminated without cause by the Agency or ePayMe giving the other written notice of the applicable period as specified in the Assignment Schedule. Where no period is so specified, such notice may be given to take immediate effect.
- 9.2. A Contract 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 or Hirer (as the case may be) has reasonable grounds for dissatisfaction with the Worker, provided the Agency gives ePayMe full written details, and such further cooperation as ePayMe may reasonably require. The Agency acknowledges that such right to terminate is the Agency's sole remedy against ePayMe for any such failure, without prejudice to such rights as the Agency may have against the Worker.
- 9.3. A Contract may be terminated by either party with immediate effect by notice (however communicated, provided confirmed in writing as soon as reasonably practicable):
 - 9.3.1. 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
 - 9.3.2. if any distress or execution (in Scotland, diligence) is levied against the other, or if the other makes or seeks to make any composition or arrangement with its creditors, or if the other ceases to carry on business, or if any preliminary step is taken by or in respect of the other party towards the other's liquidation winding up receivership or administration (other than for the purposes of a *bona fide* reconstruction or amalgamation).
- 9.4. A Contract may be terminated by ePayMe with immediate effect by notice (however communicated, provided confirmed in writing as soon as reasonably practicable) if the Worker's employment with ePayMe terminates (for whatever reason), or if (unless ePayMe has agreed in an Assignment Schedule to operate an assignment under Regulation 10) in ePayMe's reasonable opinion in all the circumstances and taking into account the Agency Pay Rate, it is not commercially viable to provide the Worker with his/her entitlements in relation to pay under AWR regulation 5, or if in ePayMe's reasonable opinion it is under a legal obligation to terminate.
- 9.5. In the absence of express agreement to extend, if the Agency continues to accept the Worker's performance of an Assignment after the end of the Contract Period and the Worker continues to perform the Assignment, the applicable Contract shall be deemed extended at will and may be terminated at any time without notice by either party.
- 9.6. Save as expressly provided, termination shall not affect any accrued rights of either party, and any obligation of a continuing nature shall remain in force after termination.

10. Intellectual Property Rights

- 10.1. All rights in the nature of intellectual property rights (including, but not limited to, copyright) 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 ePayMe will cooperate with any reasonable requirements as to formal assignment of such rights created.

11. Confidentiality and Secrecy

- 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 to this Agreement or with a view to a Contract, or which enters the public domain without fault of that party.

12. Liability

- 12.1. ePayMe has no reason to believe any information presented to the Agency in writing in relation to any Worker with a view to engagement by Contract to perform an Assignment to be other than true.
- 12.2. The Agency has no reason to believe any information presented to ePayMe in writing in relation to any Worker with a view to engagement by Contract to perform an Assignment to be other than true.
- 12.3. The Agency agrees that ePayMe is under no responsibility in relation to any use by the Worker of any vehicle in the course of a Contract.
- 12.4. 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.
- 12.5. The Agency acknowledges and agree that in performing an Assignment, the Worker is not under the supervision direction or control of ePayMe, and that ePayMe therefore does not accept liability for any acts defaults or omissions of the Worker whilst working (or purporting to work) in the Position.

13. Limitation and Exclusion

- 13.1. **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 a Contract, in excess of the total sums payable under the relevant Contract during the period from the Assignment Start Date to the Assignment End Date or (if less) one year.**
- 13.2. Notwithstanding the generality of the above, each party expressly excludes liability for consequential loss or damage of any kind, or for loss of profit, business, revenue, goodwill or anticipated savings.
- 13.3. **If any exclusion of liability or other provision contained in these terms shall be held to be invalid for any reason and ePayMe becomes liable for loss or damage that is capable of being limited in law, such liability shall be limited to £10,000. ePayMe shall not in any event be liable for any claims made against it unless they are notified to it within twelve months of the cause of action arising.**
- 13.4. ePayMe does not exclude or limit 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.
- 13.5. The Agency acknowledges that the ePayMe fee basis and all other material terms are assessed having regard to the parties' respective existing insurance arrangements and on the basis that liability shall rest as expressly provided by this Contract, that in the parties' respective opinions the provisions hereof satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act 1977.

14. Protection of Agency's Business

- 14.1. Where the Agency Regulations Status is 'opt out' and a Worker has been introduced or supplied to a Client or Hirer (as the case may be) by the Agency, ePayMe will not itself provide that Worker to the Client or Hirer other than under a Contract through the Agency during the period specified under 'Restrictions' following the end of the Contract (or, if there has been no Contract in relation to the supply of that Worker to that Client or Hirer, following the date of introduction).

15. Electronic Signatures

- 15.1. The parties to this Agreement agree that it may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of their intention to be bound by its terms and conditions as if signed with the manuscript signature of both parties.
- 15.2. The parties to this Agreement agree that Assignment Schedules may from time to time be signed by electronic means.
- 15.3. Subject thereto, and notwithstanding that the parties to this Agreement may have signed this Agreement by a form of electronic signature, no addition, amendment to, or modification or discharge of, this Agreement shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party (in the case of a corporate party, by a director on its behalf).

16. Miscellaneous

- 16.1. **Contracts (Rights of Third Parties) Act 1999**
No third party rights are intended to be conferred or created by this Agreement or by any Contract.
- 16.2. **Notices**
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.
- 16.3. **Waiver**
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.
- 16.4. **Severability**
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).
- 16.5. **Force Majeure**
 - 16.5.1. 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
 - 16.5.2. '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.
- 16.6. **Law**
 - 16.6.1. A Contract is governed by the laws of England and Wales and any questions arising shall be dealt with only by the Courts of England and Wales.