



GIVE ME DOUGH PLEASE LIMITED, TRADING AS 'DOUGH'

and

TEMPORARY WORKER

AGENCY WORKER CONTRACT FOR SERVICES

Parties

- (1) **Give Me DOUGH Please Limited, trading as 'DOUGH'**, a company registered in England and Wales under company number 12417029, whose registered address is at 4th Floor, Millbank Tower, London, SW1P 4QP ('DOUGH')
- (2) [INDIVIDUAL] of [ADDRESS] ('Temporary Worker')

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply to this agreement.
- 1 **Assignment:** the temporary services to be carried out by the Temporary Worker for a Client within the hospitality and catering sector, as more particularly described in [REDACTED] and in the DOUGH WhatsApp Group required assignment information.
- 2 **Booking Notification:** written confirmation sent to the Temporary Worker confirming that the Temporary Worker has been allocated to a particular Assignment.
- 3 **Business Day:** any day
- 4 **Client:** a person, firm, partnership, company or other business operation to whom the Temporary Worker is Introduced or supplied by DOUGH.
- 5 **Conduct Regulations 2003:** the Conduct of Employment Agencies and Employment Business Regulations 2003.
- 6 **Confidential Information:** All trade secrets, business methods or information which is identified or treated as confidential by any Client or by DOUGH or any Group Company, or which the Temporary Worker knows or ought reasonably to know to be commercially sensitive including, without limitation, the identity or contact details of any Client or service user, the nature of services provided to any particular person, pricing policies and discount structures, technical data and know how, research and development projects, operational manuals, policies and procedures, designs, sales data, marketing surveys and strategies, maturing business opportunities, business plans, personnel data, and details of the finances, transactions or business affairs of any Client, DOUGH, any Group Company or any of their suppliers, customers, consultants, agents, distributors, shareholders, management or business contacts.
- 7 **DOUGH WhatsApp Group required assignment information:** a written communication sent to the Temporary Worker providing details of a suitable Assignment, which the Temporary Worker may then express an interest in by responding in that DOUGH WhatsApp Group.
- 8 **Group Company:** in relation to DOUGH, shall mean any subsidiary or holding company (from time to time) of DOUGH, and each and any subsidiary (from time to time) of a holding company of that company, (as 'holding company' and 'subsidiary' are defined in section 1159 and Schedule 6 of the Companies Act 2006).



- 9 **Introduce:** the provision to the Client of information by DOUGH (by way of a curriculum vitae or in such format as the Client may from time to time require) which identifies the Temporary Worker and **Introduction** and **Introduced** shall be construed accordingly.
- 10 **Liability:** costs, claims, losses, damages, actions, awards, penalties, fines, demands, proceedings or expenses (including legal and other professional fees).
- 11 **Rate of Pay:** the hourly rate of pay that will be paid to the Temporary Worker for a particular Assignment, as notified to the Temporary Worker in the DOUGH WhatsApp group.
- 12 **Required Assignment Information:** shall have the meaning set out at clause 4.1.
- 13 **WTR 1998:** the Working Time Regulations 1998.
- 14 **New Starter Form:** A form containing all relevant details for the onboarding of a temporary worker onto the DOUGH payroll.
- 15 **Trust ID:** The digital right to work checks partner of DOUGH
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives or successors.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference to **writing** or **written** includes email.
- 2. Status of this Agreement**
- 2.1 These terms set out the entire agreement between DOUGH and the Temporary Worker for the supply of services to a Client and shall govern all Assignments undertaken by the Temporary Worker (including, for the avoidance of doubt, where the Temporary Worker undertakes an Assignment without having signed these terms). Save as otherwise stated in this Agreement, no contractual obligations shall exist between DOUGH and the Temporary Worker between Assignments.
- 2.2 For the avoidance of doubt, this agreement constitutes a contract for services and not a contract of employment between DOUGH and the Temporary Worker or as between the Temporary Worker and the Client. The Temporary Worker has the status of a worker, and is not an employee. This means that the Temporary Worker may not have the same terms and conditions, protections, or obligations as someone who works as an employee.
- 2.3 For the purposes of the Conduct Regulations 2003, DOUGH acts as an Employment Business in relation to the Introduction and supply of the Temporary Worker to the Client.



3. Assignments

- 3.1 DOUGH will endeavour to obtain suitable Assignments for the Temporary Worker. DOUGH is not obliged to offer any particular Assignment to the Temporary Worker and the Temporary Worker shall not be obliged to accept any Assignment offered by DOUGH.
- 3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Temporary Worker agrees that the suitability of an Assignment shall be determined solely by DOUGH and that DOUGH shall incur no liability to the Temporary Worker should it fail to offer any Assignments.
- 3.3 Suitable Assignments will be offered to the Temporary worker by way of a DOUGH WhatsApp Group required assignment information, published on a Group WhatsApp message or such other means of communication as DOUGH may prescribe from time to time. DOUGH reserves the right to offer Assignments to multiple workers at once and to allocate Assignments on a 'first come, first served' basis. A DOUGH WhatsApp Group required assignment information does not therefore constitute a guaranteed offer of work.
- 3.4 If the Temporary Worker wishes to accept a particular Assignment, they must respond to the DOUGH WhatsApp group message as soon as reasonably practicable after being notified of it. If the Temporary Worker is successful in being allocated to the Assignment, DOUGH will confirm this in a Booking Notification (sent to the Temporary Worker by WhatsApp, text message, or such other means of communication as DOUGH may prescribe from time to time).
- 3.5 **An Assignment shall not be deemed to be authorised until the Temporary Worker has communicated their interest to DOUGH, and DOUGH has confirmed their allocation to the Assignment in a Booking Notification. The Temporary Worker will not be entitled to any pay in respect of any Assignments not authorised in this manner.**
- 3.6 DOUGH reserves the right to cancel or reduce the hours of an Assignment that has been accepted (even where the Assignment has already commenced) as may be necessary to reflect the changing needs of the Client. Where an Assignment is cancelled more than 24 hours before its commencement time, the Temporary Worker shall not be entitled to any payment and DOUGH shall have no liability to the Temporary Worker whatsoever in respect of the loss of the Assignment. Where an Assignment is cancelled less than 24 hours before its commencement time, the Temporary Worker shall be entitled to receive such proportion of the expected pay for the first day of the Assignment as DOUGH is able to recover from the Client.

4. Required Assignment Information

- 4.1 Except as provided below, the WhatsApp job advertisement will contain the following information (the **Required Assignment Information**):
- (a) the identity of the Client, and if applicable the nature of its business;



- (b) the position which the Client seeks to fill, including the type of work the Temporary Worker would be required to do, and the location at which the Temporary Worker would be required to work;
- (c) the date and time the Assignment is to commence, and the duration or likely duration of the Assignment;
- (d) the Rate of Pay and any expenses payable by or to the Temporary Worker;
- (e) any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks; and
- (f) the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or a professional body for the Temporary Worker to possess in order to work in the Assignment.

4.2 Where the Required Assignment Information is not given in paper form or by electronic means, DOUGH shall confirm it in writing or electronically as soon as possible and in any event no later than the end of the tenth Business Day following the day on which the Assignment was offered to the Temporary Worker.

4.3 Unless the Temporary Worker requests otherwise, 4.1 will not apply where the Temporary Worker is being Introduced or supplied to the Client to work in the same position as one in which the Temporary Worker has previously been supplied within the previous five Business Days and the Required Assignment Information (with the exception of the date or likely duration of the Assignment) is the same as that already given to the Temporary Worker.

4.4 Subject to 4.5, where the Assignment is intended to last for seven consecutive Business Days or less and the Required Assignment Information has previously been given to the Temporary Worker and remains unchanged, DOUGH shall only provide written confirmation of the identity of the Client and the likely duration of the Assignment.

4.5 Where the provisions of 4.4 have been met but the Assignment extends beyond the intended seven consecutive Business Day period, DOUGH shall provide the remaining Required Assignment Information to the Temporary Worker in paper or electronic form within one Business Days of the start of the Assignment or by the end of the Assignment, if sooner.

5. Temporary Worker's obligations

5.1 The Temporary Worker is not obliged to accept any Assignment offered by DOUGH. If the Temporary Worker does accept an Assignment, the Temporary Worker shall:

- (a) co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- (b) observe any relevant rules and regulations of the Client's organisation (including normal hours of work) of which the Temporary Worker has been informed or of which the Temporary Worker should be reasonably aware;
- (c) co-operate with DOUGH in the completion and renewal of all mandatory checks (including in relation to the Temporary Worker's right to work in the UK);



- (d) take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Client;
- (e) all times behave in a professional manner when dealing with DOUGH and the Client and do nothing (whether inside or outside of work) that might in any way harm the reputation of, or be detrimental to, DOUGH, any Group Company, or the Client; and
- (f) comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business (including without limitation, any equal opportunities or non-harassment policies).

- 5.2 The Temporary Worker shall read and comply with the non-contractual policies contained within DOUGH's Worker Handbook (which includes policies on Equal Opportunities, Bullying & Harassment, Drugs and Alcohol and the use of Social Media). As a worker, the Temporary Worker will not be subject to the DOUGH's formal disciplinary or grievance procedures. If, however the Temporary Worker has any concern about their terms of engagement, working conditions, or event occurring during an Assignment, this should be raised privately in writing to Dominic Matcham (Director), and the matter will be duly investigated.
- 5.3 If, for any reason, the Temporary Worker is unable to attend an Assignment for which they have been confirmed, they should inform DOUGH of their withdrawal by WhatsApp, text message or telephone as soon as possible, and no later than 24 hours before the start time of the Assignment, to enable alternative arrangements to be made.
- 5.4 Should the Temporary Worker repeatedly withdraw from confirmed Assignments, or should the Temporary Worker fail to provide at least one hour's notice of withdrawal as required under clause 5.3, this may adversely affect the Temporary Worker's prospects of being accepted for Assignments in the future.
- 5.5 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why they may not be suitable for an Assignment, they shall notify DOUGH without delay.
- 5.6 If the Temporary Worker is likely to be unavailable to accept Assignments for any period exceeding one week, they must inform DOUGH of this fact and the date when they expect to be available to accept Assignments.

6. Remuneration

- 6.1 Subject to the Temporary Worker complying with the rules in relation to their Job Card, (in accordance with clause 8), DOUGH shall pay the Rate of Pay of no less than minimum wage to the Temporary Worker for the time worked on a particular Assignment.

Payment will be made by bank transfer. Each Friday, the Temporary Worker will receive an advance payment equal to **75% of their gross earnings** for work completed during the preceding week (Monday to Sunday). On the **final Friday of each month**, DOUGH will process the monthly payroll, paying the remaining balance of earnings due for that month, together with any additional amounts owed, less any lawful deductions. All payments are



subject to deductions that DOUGH is required to make by law (including, where applicable, PAYE income tax and National Insurance contributions) and to any other deductions authorised by the Temporary Worker.

- 6.2 Subject to any applicable statutory entitlement and to 3.6, clause 9 and 10, the Temporary Worker is not entitled to receive payment from DOUGH or the Client for any time not spent working on an Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.

7. Benefits

- 7.1 The Temporary Worker is not entitled to any other benefits. Some Clients will provide a complimentary lunch, but unless this has been expressly confirmed by DOUGH, the Temporary Worker should not assume that it will be provided.

8. Working Time & Job Cards

- 8.1 There are no normal hours of work under this Agreement and The Temporary Worker will be required to work the hours and days as required by the Client during the Assignment (as set out in the DOUGH WhatsApp Group Required Assignment Information in accordance with clause 4). Given the nature of the hospitality sector, the Temporary Worker will likely be required to work during evenings and during weekends and bank/public holidays.
- 8.2 The Temporary Worker's hours of work will be recorded electronically on a personalised Job Card, by an authorised representative of the Client scanning the Temporary Worker's Job Card on the start and end of an Assignment. It is the responsibility of the Temporary Worker to ensure that their Job Card is presented for scanning at the start and end of their Assignment, or that their hours have been recorded by the Client in an alternative format.
- 8.3 Working time not recorded on a Job Card may cause delay to any payment due to the Temporary Worker, as DOUGH will need to investigate what hours were worked by the Temporary Worker. DOUGH shall be under no obligation to make any payment to the Temporary Worker for hours not recorded on their Job Card if, after reasonable enquiries, those hours cannot be verified.
- 8.4 Subject to 8.3, DOUGH shall pay the Temporary Worker for all hours worked, regardless of whether DOUGH has received payment from the Client for those hours.
- 8.5 The Temporary Worker acknowledges that it could be a criminal offence to intentionally provide false information in relation to hours worked, or to attempt to manipulate a Job Card in any manner so as to try and claim payment for hours that were not actually worked.
- 8.6 The Temporary Worker shall be entitled to twenty minutes break for every six hours worked. The timing of such breaks must be expressly agreed with the Client and will be unpaid unless otherwise stated.
- 8.7 For the avoidance of doubt and for the purposes of the WTR 1998, the Temporary Worker's working time shall only consist of those periods during which they are carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's



premises (with the exception of time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

9. Holidays

- 9.1 DOUGH's holiday year runs between 1 January and 31 December. The Temporary Worker will accrue holiday only whilst working on Assignments.
- 9.2 The Temporary Worker's holiday entitlement will depend upon the number of hours actually worked on Assignments, calculated pro rata against a full-time equivalent of 28 days' holiday for each holiday year (inclusive of bank/public holidays). This means that, for each hour worked, the Temporary Worker will accrue holiday at the rate of 12.07% (equivalent to 7.24 minutes).
- 9.3 No holiday may be carried over to a subsequent holiday year, and holiday entitlement unused at the end of the holiday year will be forfeited.

10. Sickness absence

- 10.1 If, having accepted an Assignment, the Temporary Worker is subsequently unable to work on account of sickness or injury, the Temporary Worker must notify DOUGH by WhatsApp, text message or by telephone as soon as reasonably practicable.
- 10.2 In respect of long-term incapacity, the Temporary Worker should notify DOUGH as soon as they have returned to good health and are fit and willing to accept Assignments.
- 10.3 If the Temporary Worker satisfies the qualifying conditions laid down by law, they may be entitled to receive Statutory Sick Pay (**SSP**) at the prevailing rate in respect of any period of sickness or injury during the Assignment. The Temporary Worker will not be entitled to any other payments during such period.
- 10.4 The Temporary Worker's qualifying days for SSP purposes shall be deemed to be the days on which the Temporary Worker had been allocated work on specific Assignments as at the time they fell ill or sustained injury. Given the short term nature of Assignments, the minimum earnings needed to qualify for SSP, and the fact that the first three qualifying days are treated as waiting days (when no SSP is due), the Temporary Worker should appreciate that it will be very rare that SSP would fall due under this Agreement.

11. Training

- 11.1 The Temporary Worker will not be required to complete any mandatory training before accepting an Assignment. Where necessary, on-the-job training will be provided by the Client, and time spent undertaking training will be remunerated at the standard Rate of Pay applicable to that Assignment.



12. Termination

- 12.1 Either DOUGH or the Temporary Worker may terminate this Agreement (or any particular Assignment) at any time and for any reason by giving written notice to the other party, without the requirement for any minimum period of notice.
- 12.2 The Temporary Worker acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between DOUGH and the Client. If that agreement is terminated for any reason, or if the Client otherwise gives notice to terminate a particular Assignment, the Assignment shall cease with immediate effect and without liability to the Temporary Worker, except for payment for work done up to the date of termination of the Assignment.

13. Confidentiality

- 13.1 In order to protect the Confidentiality Information of DOUGH and the Client, the Temporary Worker agrees not at any time:
- (a) whether during or after an Assignment, (unless expressly so authorised by the Client or DOUGH as a necessary part of the performance of their duties), to use, publish, exploit or disclose to any person any Confidential Information;
 - (b) to transfer any documents or materials containing Confidential Information to the Temporary Worker's (or any third party's) personal email account, smartphone, computer or any other electronic storage device or system under the control or operation of the Temporary Worker (including cloud-based storage systems); or
 - (c) to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or DOUGH except when required to do so in the course of the Temporary Worker's duties under an Assignment, (in which circumstances such copy abstract or summary will at all times belong to the Client or DOUGH, as appropriate).
- 13.2 The restriction in 13.1(a) does not apply to:
- (a) any use or disclosure authorised by the Client or DOUGH or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
 - (b) any information which is already in, or comes into, the broad public domain otherwise than through the Temporary Worker's unauthorised disclosure; or
 - (c) the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
- 13.3 At the end of each Assignment, or on request at any time, the Temporary Worker agrees to deliver up to the Client or DOUGH (as directed) all Job Cards, equipment, and other property belonging to the Client or DOUGH which is in the Temporary Worker's possession or under their control, including any documents or materials (stored or recorded in any format whatsoever) containing Confidential Information.



14. Data protection

- 14.1 DOUGH and the Client will collect and process information relating to the Temporary Worker in accordance with Data Protection Policy within the Worker Handbook.
- 14.2 In the course of their engagement, the Temporary Worker may have access to personal data relating to other individuals including directors, employees, clients, customers, contractors, suppliers or agents of DOUGH or a Client. The Temporary Worker must familiarise themselves and comply with the rules and procedures relating to the processing of such personal data as contained within the Data Protection Policy.

15. Pensions

- 15.1 DOUGH will comply with its pension duties in accordance with Part 1 of the Pensions Act 2008. DOUGH operates a workplace pension scheme through the Government's National Employment Savings Trust (NEST).
- 15.2 If the Temporary Worker satisfies the necessary qualifying criteria under the Pensions Act 2008, and has not otherwise chosen to opt out of the Scheme, they will, following a three-month postponement period, be automatically enrolled in the Scheme.
- 15.3 Auto-enrolment into the Scheme generally requires workers to be aged 22 or over, and to be earning at least £192 per week. For workers who are over 16, but under 22, and are earning at least this amount, or workers who are 22 or over and earning more than £120 per week, they may have the right to elect to opt into the Scheme.
- 15.4 Membership of the Scheme will require workers to make a minimum contribution to their pension representing 5% of their earnings, and DOUGH will then contribute a further 3%. Further information about the operation of the Scheme is available from Natasha Clark.

16. Warranties and indemnities

- 16.1 The Temporary Worker warrants that:
 - (a) the information supplied to DOUGH in any application documents is correct;
 - (b) the Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for the Temporary Worker to possess in order to perform the Assignment;
 - (c) the Temporary Worker is not prevented by any other agreement, arrangement, or restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Temporary Worker's obligations under this Agreement; and
 - (d) the Temporary Worker has valid and subsisting leave to enter, remain and work in the United Kingdom for the duration of this Agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.



16.2 The Temporary Worker shall indemnify and keep indemnified DOUGH and the Client against any Liability which DOUGH or the Client may suffer, sustain, incur, pay or be put to arising from or in connection with:

- (a) any failure by the Temporary Worker to comply with their obligations under this Agreement;
- (b) any negligent, reckless, or fraudulent act or omission by the Temporary Worker; or
- (c) any claim brought by the Temporary Worker which requires the Temporary Worker to establish status as an employee.

17. No partnership or agency

17.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. Collective agreements

18.1 There is no collective agreement which directly affects the Temporary Worker's engagement as a worker.

19. Entire agreement

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

19.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

19.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. Third Party rights

20.1 Any Group Company shall have the right to enforce any benefit conferred on it by this Agreement, but the Contracts (Rights of Third Parties) Act 1999 shall not otherwise confer any rights on any person who is not a party to this Agreement.



21. Notices

- 21.1 Any notice required to be given under this Agreement shall be in writing and shall be served by hand delivering it, or by sending it by email, first class post, special or recorded delivery or by commercial courier to the Company at its registered office and to the Temporary Worker at their residential address as stated in this Agreement (or such other address as may be notified in writing from time to time by one party to the other).
- 21.2 Any notice shall be deemed to have been received:
- (a) if sent by first class post, two (2) Business Days from the date of posting;
 - (b) if hand delivered or sent by email, special or recorded delivery, at the time of delivery; and
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Severance

- 22.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

23. Governing law & jurisdiction

- 23.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

