

secondment

This schedule should be read in conjunction with your engagement letter and the [terms of business](#).

The below terms are additional terms that apply only when a person is being seconded to you as set out in the letter of engagement under our services summary. All terms are in addition to those included in the above terms of business.

1. Terms

- 1.1. Any individual seconded will continue to be employed by flinder. We will continue to pay their salary and will account for PAYE and national insurance contributions. If an employee of flinder ceases their employment, the secondment will come to an end automatically.
- 1.2. You will not require the hours worked by each individual to exceed those in the Working Time Regulations. The individual's usual place of work will be agreed with you but we agree that the individuals may be required to travel to different locations at your request.
- 1.3. We will continue to pay any individual's expenses in accordance with our expenses policy, with any reimbursement of fees agreed with you as appropriate.
- 1.4. Each of our employees is entitled to a minimum 25 days' holiday per year and may take holiday during the secondment provided they give you not less than four weeks' notice. Such time will not be charged to you.
- 1.5. An individual may be required to attend training courses and the time spent on these will not be charged to you.
- 1.6. In the event of unforeseen circumstances beyond our control, such as the ill health, accident or exceptional leave of an individual, we will discuss alternative arrangements with you.
- 1.7. During the secondment each individual will at all times be under your direction, control and supervision, and not that of flinder. You will be therefore responsible for their work and for providing a safe working environment for them.
- 1.8. To the extent permitted by law, flinder and our staff accept no liability to anyone for the work done by each individual during the secondment.
- 1.9. We will provide you with relevant information regarding each individual's qualifications and experience and will allow you to interview any individual in advance of the secondment so that you are able to determine for yourself whether the individual is appropriate.
- 1.10. In addition to the termination clauses in our terms of business you may end a secondment by giving written notice to us if the conduct of an individual would entitle you to dismiss them with immediate effect if they were employed by you. We may end a secondment by notice to you where, in our view, the performance of it may breach a legal or regulatory requirement.
- 1.11. If, during the secondment, the secondee observes behaviour or conduct that he/she considers it appropriate to refer internally, the secondee may, at his/her discretion, refer it to your internal reporting channels, which may include whistle blowing procedures. Where such behaviour or conduct could be prejudicial to our relationship with you and, having referred as above, the secondee remains concerned, the secondee may raise the matter with us as appropriate.
- 1.12. If you become aware of any matters concerning an individual of which we should be aware, you will inform us as soon as possible. We ask that you give written feedback on each individual's performance at the end of the secondment for the purpose of their performance review.
- 1.13. During the secondment, if an individual (whether alone or with your personnel) makes or creates any text, diagrams, software, methodology, or other works protected by intellectual property rights, we agree to assign to you all intellectual property rights in such works. The individuals will not use any pre-existing works for your benefit and the intellectual property rights in all flinder pre-existing works will remain owned by us.



- 1.14. Each individual will use your assets (such as computers, laptops and mobile phones) if required to perform their duties, to produce work for your benefit. You will provide each individual with an email address to use in relation to the secondment which identifies them as a representative of yours, and the individuals will not use their flinder email address for such work.
- 1.15. The terms of this letter and our relationship are and will remain confidential between us. This schedule along with our engagement letter is a contract for us to supply individuals to you. It does not constitute a partnership between us, nor do the individuals become employees of yours.
- 1.16. You agree that this agreement to second individuals to you does not prevent us from providing individuals (or services) to your competitors.
- 1.17. During a secondment and for a period of six months after its termination or expiry you will not solicit the services of the seconded individual. This will not restrict you from employing staff who apply unsolicited in response to a general advertising or recruitment campaign.