

1. DEFINITIONS

1.1. In these Terms the following definitions apply:

Assignment	the services required by the Client which are to be rendered by the Contractor;
AWR	the Agency Workers Regulations 2010;
AWR Claim	any complaint or claim to a tribunal or court made by or on behalf of the Contractor against the Client and/or the Employment Business for any breach of the AWR;
Candidate	the individual who is the subject of an Introduction by the Employment Business;
Charges	charges payable by the Client for the Contractor calculated in accordance with clause 6;
Client	the person, firm or corporate body together with any Group Company to which any Candidate is Introduced by the Employment Business and/or the Contractor is supplied;
Confidential Information	any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or the Employment Business or their business or affairs (including but not limited to the Contract, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium;
Contract	the contract between the Client and the Employment Business for the supply of the Contractor to the Client comprising these Terms and any Letter of Hire;
Contractor	a Temporary Worker or Supplier who is engaged for the Assignment together with, in the case of a Supplier, such Staff as may be supplied from time to time to perform the services for the Client;
Costs	expenses, including any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;
Data Protection Laws	any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and for so long as and to the extent that the law of the EU has legal effect in the UK the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulations relating to data protection and privacy;
Employment Business	Resourcing Solutions Limited (Company Number 03280183) whose registered office is at 1450 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire, PO15 7AF
End Date	the date as detailed in the relevant Letter of Hire or any extension thereof issued by the Employment Business;
Group Company	in relation to a company, that company, any subsidiary or holding company or subsidiary undertaking of a common parent (as defined by section 1162 of the Companies Act 2006);
Introduction	the earlier of (i) the provision by the Employment Business to the Client of a curriculum vitae or other information which expressly or impliedly identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means); and "Introduce" and "Introduced" shall be construed accordingly;
Letter of Hire	the relevant written confirmation from the Employment Business confirming the details of the Assignment;
Losses	all losses, liabilities, damages, costs, expenses (including management time and reasonable legal fees) and charges arising out of or resulting from actions, omissions, defaults, proceedings, claims and demands;
Off-Payroll Rules	Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003;
Relevant Period	has the meaning set out in clause 8.1;
Regulations	the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
Staff	the person or persons employed or engaged by the Supplier to perform services pursuant to an Assignment;
Supplier	a limited liability company or other body corporate Introduced to the Client by the Employment Business to carry out an Assignment (and, save where otherwise indicated, includes any officer, employee, worker or representative thereof and any Third Party to whom the provision of the Assignment is assigned or subcontracted with the prior written approval of the Client);
Supplier Agreement	an agreement between the Employment Business and a Supplier for the performance of work in



	relation to an Assignment;
Temporary Worker	the PAYE temporary worker whose services are supplied by the Employment Business to the Client;
Terms	the terms and conditions of business between the Employment Business and the Client as set out in this document;
Third Party	any person or body corporate who is not a party to the Contract;
Transfer Fee	the fee payable in accordance with clause 8; and
WTR	the Working Time Regulations 1998.

- 1.2. The headings in these Terms are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to the singular includes the plural and vice versa.
- 1.4. A reference to a law, statute and/or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.5. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. THE CONTRACT

- 2.1. The Contract forms the entire agreement between the parties relating to the supply of the Contractor and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 2.2. If there is any inconsistency between these Terms and the Letter of Hire, the provisions in the Letter of Hire shall prevail to the extent of that inconsistency.
- 2.3. The Contract is deemed to be accepted by the Client on the earlier of it:
 - 2.3.1. instructing the Employment Business to Introduce Candidates;
 - 2.3.2. being Introduced to a Candidate by the Employment Business;
 - 2.3.3. interviewing or engaging a Candidate following an Introduction; or
 - 2.3.4. passing information about the Candidate to a third party following an Introduction.
- 2.4. No variation to the Contract shall be valid unless it is in writing and signed by an authorised signatory of the parties, save that any personnel of the Employment Business may agree to vary the Charges.
- 2.5. When providing services for the supply of Contractors governed by the Regulations pursuant to these Terms the Employment Business is acting as an employment business as defined in the Employment Agencies Act 1973.

3. CLIENT'S OBLIGATIONS

Assignments

- 3.1. When requesting the Employment Business to provide details of a Contractor for an Assignment, the Client shall provide details of:
 - 3.1.1. the identity of the Client;
 - 3.1.2. the commencement date and likely duration of the Assignment;
 - 3.1.3. the services to be provided (including the location and the hours to be worked; the potential health and safety risks and the steps taken to prevent or control such risks);
 - 3.1.4. the training, qualifications and authorisations it considers necessary;
 - 3.1.5. any expenses payable;
 - 3.1.6. the rate payable;
 - 3.1.7. the length of notice required; and
 - 3.1.8. any other information reasonably required by the Employment Business.
- 3.2. The Client agrees to the Employment Business advertising each vacancy which the Client issues to the Employment Business unless the Client specifies otherwise in writing.
- 3.3. Each Introduction made by the Employment Business shall take priority over any duplicate applications made by or on behalf of the same Candidate provided that the Employment Business' Introduction was made first in time. If the Employment Business' Introduction is a duplicate application and not made first in time, the Client shall notify the Employment Business of this in writing, and provide satisfactory evidence of the same, within 2 (two) business days of



receipt of the relevant Candidate's details from the Employment Business.

- 3.4. The Client is not obliged to accept any Candidate put forward by the Employment Business and it is the sole responsibility of the Client to ascertain the suitability of any Candidate put forward (including interviewing the Candidate if necessary).
- 3.5. The Client warrants that it shall not request the Employment Business to supply any Contractor to perform duties normally undertaken by staff who are participating in an official strike or other industrial action or duties normally undertaken by someone who has been transferred by the Client to perform the duties of the person participating in an official strike or other industrial action.
- 3.6. The Client warrants that it knows of no reason why it would be detrimental to the interests of the Contractor or the Client for any Contractor to undertake any Assignment and that it will notify the Employment Business immediately if it becomes aware of any such reason.
- 3.7. The Employment Business is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of Contractors.
- 3.8. The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Contractor fails to attend work or notifies the Client that he is unable to attend work for any reason.
- 3.9. Contractors are engaged by the Employment Business under contracts for services. The parties acknowledge and agree that neither the Supplier nor any of its Staff are the employees or workers of the Employment Business or the Client and no Temporary Worker is the employee or worker of the Client or the employee of the Employment Business.
- 3.10. The Client shall conduct a reasonable investigation into any allegations of made against a Contractor and will co-operate with the Employment Business in any investigation which the Employment Business may conduct, including providing the Employment Business with documentation or evidence.
- 3.11. The parties acknowledge that the AWR, the Regulations and the Off-Payroll Rules are not interdependent and their applicability to an Assignment (where this is the case for any or all of them) does not determine supervision, direction or control of the Contractor by the Client.

Health and safety, WTR and AWR

- 3.12. The Client shall comply fully with its health and safety obligations to the Contractor, and shall supply to the Employment Business copies of any relevant documentation as required by law or otherwise upon request, including copies of any risk assessments carried out, copies of documentation relating to health and safety training carried out, records of health and safety incidents including accidents and copies of the Client's health and safety policies. The Client shall, as soon as practicable after becoming aware of the issue, inform the Employment Business of any adverse changes to potential health and safety risks relating to the Assignment or the health and safety situation (including, without limit, any HSE investigation, notice or prosecution relevant to the Assignment). The Client shall also inform the Employment Business if there is a requirement for the Contractor to perform all or any part of the Assignment offshore or overseas prior to the Contractor's departure date.
- 3.13. The Client accepts responsibility for reporting and keeping records of all incidents as required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 and to inform the Employment Business of all such incidents, including providing the Employment Business with the relevant report.
- 3.14. The Client will assist the Employment Business in complying with the Employment Business' duties under the WTR by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under the WTR. If the Client requires the services of a Contractor for more than 48 hours in any week during the course of an Assignment, the Client must notify the Employment Business of this requirement before the commencement of the Assignment or, where this is not reasonably practicable, at the very latest before the commencement of the week in which the Client requires the Contractor to work in excess of 48 hours.
- 3.15. Where applicable, the Client will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the AWR.
- 3.16. The Client will comply with the Employment Business' requests for information and any other reasonable requirements to enable the Employment Business to comply with the AWR where applicable.
- 3.17. The Client warrants that:
 - 3.17.1. all information and documentation supplied to the Employment Business in accordance with clauses 3.12, 3.13, 3.14 and 3.16 is complete, accurate and up-to-date;
 - 3.17.2. it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.12, 3.13, 3.14 and/or 3.16; and
 - 3.17.3. it shall inform the Employment Business in writing of any:
 - 3.17.3.1. oral or written complaint the Contractor makes to the Client which is or may be a complaint connected



with rights under the AWR; or

3.17.3.2. written request for information relating to comparator terms and conditions that the Client receives from the Contractor,

as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Client.

- 3.18. The Client will take such action and give such information and assistance pursuant to clause 3.17.3 as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Contractor within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the AWR and the Client will provide the Employment Business with a copy of any such written statement.
- 3.19. If the Contractor brings, or threatens to bring, any AWR Claim, the Client undertakes to take such action and give such information and assistance as the Employment Business may request, within any timeframe requested by the Employment Business and at the Client's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

Suppliers

- 3.20. Neither the Supplier nor its Staff shall be under the supervision, direction or control of the Employment Business or the Client.
- 3.21. The Client agrees that the Assignment may be performed by one or more members of the Supplier's Staff, as the Supplier may consider appropriate, subject to the Employment Business and the Client being reasonably satisfied that each such member of Staff has the required skills, qualifications and resources to provide the services to the required standard.
- 3.22. The Client agrees that the Supplier may, if the Supplier determines that to do so would result in the most efficient performance of the Assignment, enlist additional Staff in the performance of the Assignment or may provide substitute Staff (including a substitute project manager) or sub-contract all or part of the Assignment, subject to the Employment Business and the Client being reasonably satisfied that such additional or substitute Staff or any such sub-contractors have the required skills, qualifications, resources and personnel to provide the services to the required standard.
- 3.23. Save as otherwise stated in the Contract, each Contractor shall be entitled to seek and perform contracts to supply its services to any Third Party throughout the duration of any Assignment, provided that this in no way compromises or is to the detriment of the performance of services for the Client pursuant to the Assignment.
- 3.24. The Client shall not require the Contractor to provide any advice and assistance in addition to the Assignment and any requests to provide such additional advice and assistance shall be subject to prior written agreement between the Employment Business and the Client, including agreement as to the level of fees payable for such additional advice and assistance.
- 3.25. The Client acknowledges and accepts that where, under the Contract or otherwise, the Employment Business is obliged to require a Supplier to do or refrain from doing something, such obligation will be discharged by inserting an appropriate provision in the Supplier Agreement.
- 3.26. The Client accepts that the Supplier may perform the work pursuant to an Assignment at such times and on such days as the Supplier shall decide, subject to the Supplier performing the work on such days and at such times as are necessary for the proper performance of the Assignment.
- 3.27. Except as otherwise agreed with the Client, the Supplier shall provide, at its own cost, all such necessary equipment as is reasonable for the satisfactory performance by the Staff of the services for the Client pursuant to the Assignment.
- 3.28. Where the Client (or the Client's customer) is a public authority as defined in section 61L of the Off-Payroll Rules and a Supplier is engaged for an Assignment, the Client agrees that it will:
- 3.28.1. subject to the provisions of this clause 3.28, comply with the Off-Payroll Rules in all relevant respects;
 - 3.28.2. as soon as possible prior to the commencement of the Assignment, determine whether the Off-Payroll Rules apply in respect of the relevant Assignment and notify the Employment Business in writing as soon as possible of its determination and its reasons for coming to such determination;
 - 3.28.3. provide promptly such full, accurate and honest information as is reasonably requested by the Employment Business from time to time to comply with its obligations under the Off-Payroll Rules; and
 - 3.28.4. notify the Employment Business immediately if there is evidence of a change of status of the Contractor and/or Staff or of the information provided under clause 3.28.3 in either case during the Assignment for the purposes of the Off-Payroll Rules.

4. EMPLOYMENT BUSINESS' OBLIGATIONS

- 4.1. When putting forward a Candidate, the Employment Business shall:
- 4.1.1. inform the Client of the identity of the Candidate and, in the case of a Supplier, the Staff to be supplied to do the



work;

- 4.1.2. confirm that the Candidate is willing to work in the position that the Client seeks to fill and has the necessary or required experience, training, qualifications and any authorisations required by law or a professional body to carry out the Assignment;
 - 4.1.3. ensure that the Client and the Candidate are aware of any requirements imposed by law or by any professional body;
 - 4.1.4. procure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position the Client seeks to fill; and
 - 4.1.5. where the Candidate will be working with children or vulnerable adults the Employment Business will take all reasonable steps to obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate pursuant to Regulation 22 of the Regulations.
- 4.2. In respect of a Contractor, the Employment Business shall:
- 4.2.1. use reasonable endeavours to procure that the Contractor will comply with the Client's regulations, policies and protocols as notified by the Client to the Employment Business from time to time, including (without limitation) on health and safety, security (including IT security when accessing or using the Client's systems) and anti-bribery and corruption; and
 - 4.2.2. notify the Client by telephone as soon as reasonably practicable if, for any reason, the Contractor is unable to attend the relevant location to perform the Assignment, specifying the reasons for the delay or the absence and keep the Client informed of the reason for any continued absence.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall sign the Employment Business' timesheet verifying the number of hours worked by the Temporary Worker during that week or, in the case of a Supplier, shall verify the execution of the Assignment by the Supplier by signing a form provided by the Supplier for this purpose ("**Verification Form**"). Timesheets and Verification Forms will be validly submitted in accordance with this clause 5.1 where completed or transmitted electronically.
- 5.2. The Client shall not be entitled to decline to sign a timesheet or Verification Form on the basis that it is dissatisfied with the services performed by the Contractor. However, if the Client is unable to sign a timesheet produced for authentication by the Temporary Worker or a Verification Form provided by the Supplier, because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the relevant Contractor.
- 5.3. Failure to sign any timesheet or Verification Form in accordance with clause 5.1 does not absolve the Client from its obligation to pay the charges or fees of the Employment Business in accordance with clause 6.

6. CHARGES

- 6.1. The Client agrees to pay the Charges of the Employment Business as notified by the Employment Business at the commencement of the Assignment and as may be varied from time to time during the Assignment by notice from the Employment Business. The Employment Business will submit invoices for the Charges and shall submit such invoices on a weekly basis (or at such other interval as may be agreed and specified in the relevant Letter of Hire) to the Client and for any Costs.
- 6.2. The Client shall pay each invoice within 14 (fourteen) days of the date of the invoice by BACS transfer to the Employment Business' bank account and shall not make payment of the invoice dependent upon any procedural formalities, including any requirement by the Client for the Employment Business to provide a purchase order number.
- 6.3. The Charges are calculated according to the number of hours worked by the Contractor or alternatively the Charges may be set at a daily rate (which may include an overtime charge for services which are carried out in excess of an agreed number of hours per day). For Temporary Workers the Charges include the Temporary Worker's remuneration, the Employment Business' mark up at the agreed rate, employer's National Insurance contributions, an amount equal to any paid holiday leave to which the Temporary Worker is entitled under the WTR, pensions contributions and, where applicable, any amount to which the Temporary Worker is entitled under AWR. VAT is payable on the entirety of these Charges.
- 6.4. The Charges, Transfer Fees and Costs are to be paid by the Client to the Employment Business without deductions (other than deductions which the Client is required by law to make).
- 6.5. In relation to Charges, Transfer Fees and Costs, where the Client has failed to make payment of any invoice in accordance with clause 6.2, the Employment Business reserves the right to:
 - 6.5.1. charge the Client interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998,



and any such interest and/or compensation shall be payable on demand. The Employment Business may also charge the Client any reasonable legal fees and costs associated with recovering any overdue Charges, Transfer Fees or Costs;

6.5.2. claim immediate payment of all invoices rendered including those still within the agreed time for payment.

- 6.6. The Employment Business shall be entitled to increase the Charges, and the Client will be liable to pay any increase, in line with any legislative or case law change from time to time that affects the costs incurred by the Employment Business for the supply of Contractors to the Client, including any such change relating to the WTR, National Insurance contributions or pension contributions.
- 6.7. An additional 5% may be added to the Employment Business' mark up (at the Employment Business' sole discretion) in relation to the Charges for any Assignment based in any country or jurisdiction that is not the United Kingdom.

7. REMUNERATION

- 7.1. The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance contributions and PAYE income tax applicable to the Temporary Worker.
- 7.2. Save where the Off-Payroll Rules apply when the Employment Business will have responsibility for deducting and accounting for PAYE income tax and National Insurance Contributions in relation to the Charges, where there is a Supplier, the Client and the Employment Business accept and acknowledge that the Supplier shall be responsible for any PAYE income tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Staff in relation to the performance of the Assignment.
- 7.3. Subject to clause 7.2, the parties acknowledge (and the Employment Business shall ensure that the Supplier acknowledges) that the responsibility of complying with all statutory and legal requirements relating to the Staff (including but not limited to the payment of taxation, national insurance contributions, parental payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Supplier.
- 7.4. Where the Off-Payroll Rules apply, the Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of the Client's failure to comply with clause 3.28 and/or the Client's (or its customer's) failure to comply with its statutory duties under Section 61T of the Off-Payroll Rules.

8. TRANSFER FEES

- 8.1. "Relevant Period" means the later of:
- 8.1.1. 8 weeks commencing on the day after the day on which the Contractor last worked for the Client having been supplied by the Employment Business; or
- 8.1.2. 14 weeks commencing on the first day on which the Contractor worked on an Assignment with the Client pursuant to the most recent supply of the Contractor's services to the Client by the Employment Business, provided that if there is a period of more than 42 days between Assignments this period shall commence on the first day of the most recent Assignment following such period between Assignments.
- 8.2. If within the Relevant Period the Client receives services from the Contractor other than through the Employment Business, directly or indirectly, whether on a fixed term, temporary or permanent basis and whether under a contract of employment, contract for services or pursuant to an agreement with another employment business or any other business of which the Contractor is a director, partner, officer, employee or subcontractor, where:
- 8.2.1. the Contractor does not act for and under the Client's control and/or has given valid notice in accordance with Regulation 32(9) of the Regulations to opt-out of the application of the Regulations ("**Opt-Out Notice**"), the Client shall pay the Transfer Fee to the Employment Business; or
- 8.2.2. no Opt-Out Notice has been given by the Contractor and the Contractor acts for and under the Client's control, the Client shall either:
- 8.2.2.1. pay the Transfer Fee; or
- 8.2.2.2. give not less than 7 (seven) days' written notice to the Employment Business to elect to extend the period of hire by 26 weeks (or such other period as may be agreed by both parties in writing) on terms similar to those contained in the Contract and no less favourable to the parties than those which applied immediately before the Client served such notice.
- 8.3. If within the Relevant Period the Client introduces the Contractor to any Third Party which subsequently employs, engages, appoints or receives services directly or indirectly (other than via an employment business) from the Contractor, whether on a fixed term, temporary or permanent basis and whether under a contract of employment or contract for services, the Client shall pay the Transfer Fee to the Employment Business.
- 8.4. If, following the Introduction of a Contractor by the Employment Business, the Assignment does not commence but the Client receives services from the Contractor other than through the Employment Business, directly or indirectly, whether



on a fixed term, temporary or permanent basis and whether under a contract of employment, contract for services or pursuant to an agreement with another employment business or any other business of which the Contractor is a director, partner, officer, employee or subcontractor, the Client shall pay the Transfer Fee to the Employment Business unless the Client was already in direct contact with the Contractor or had already been introduced to the Contractor in respect of the same temporary role and notified the Employment Business accordingly pursuant to clause 3.3.

8.5. The scale of fees used to calculate the Transfer Fee is:

Annual Remuneration	% Transfer Fee	Annual Remuneration	% Transfer Fee
£0 - £29,999	25	£30,000+	35

8.6. Where the Client fails to inform the Employment Business of the annual remuneration of the Contractor the Transfer Fee will be calculated by multiplying the hourly charge rate for the Contractor by 2000.

8.7. For the avoidance of doubt, as the ability of the Contractor is deemed proven, the Transfer Fee shall not be refundable under any circumstances whatsoever, including, without limitation, in the event that the engagement or appointment of the Contractor terminates after payment. The provisions of clauses 6.2 and 6.5 apply to the payment of the Transfer Fee.

9. LIABILITY

9.1. Nothing in the Contract shall limit or exclude either party's liability for:

- 9.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 9.1.2. fraud or fraudulent misrepresentation; or
- 9.1.3. any other liability which may not be limited under applicable law.

9.2. Subject always to clause 9.1, the Employment Business:

- 9.2.1. shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract; and
- 9.2.2. shall under no circumstances whatever be liable to the Client for any Losses or delay arising from any failure to provide any Contractor, the negligent, dishonest, wrongful or fraudulent acts or omissions or misrepresentations of any Candidate or Contractor (whether before or after the date of the Contract), the lack of skill of any Contractor, the early termination of any Assignment, or for any delay, non or partial performance by any Contractor.

9.3. The Employment Business' total aggregate liability to the Client in respect of all other Losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of:

- 9.3.1. the total Charges paid by the Client to the Employment Business in the preceding 12 months; or
- 9.3.2. £100,000 (one hundred thousand pounds).

9.4. The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 9 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted. If any party becomes liable for any Losses which would otherwise have been excluded, that liability shall be subject to the other limitations and provisions set out in this clause 9.

9.5. The Client acknowledges that Contractors are engaged by the Employment Business under contracts for services and are not the employees of the Employment Business. During the term of the Assignment, the Client agrees to be responsible for the health and safety of the Contractor while on the Client's sites and all acts, errors or omissions of the Contractor, whether wilful, negligent or otherwise.

9.6. Where a Temporary Worker or any member of the Supplier's Staff is seconded outside the United Kingdom by the Client without the prior express written agreement of the Employment Business, the Client will be liable for all or any form of taxation (including costs, interest and penalties) directly or indirectly referable to the secondment, imposed by any body or person, statutory or local governmental authority, in which the secondment is treated as having taken place.

10. TERMINATION

Terms

10.1. The Contract may be terminated by the Employment Business any time upon providing the Client at least 30 (thirty) days' written notice.

10.2. Either party may terminate the Contract immediately in writing by giving notice to the other party if:

- 10.2.1. there is any breach of the Contract by the other party which is, in the reasonable opinion of the terminating party,



- incapable of remedy;
- 10.2.2. the other party commits any other serious or repeated breach of the Contract which is, in the reasonable opinion of the terminating party, capable of remedy and which is not remedied within 30 (thirty) days after receiving written notice of the breach requiring the breach to be remedied within such period; or
- 10.2.3. the other party becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events.
- 10.2.4. The other party is prevented by the imposition of relevant sanctions from performing this Contract or the performance of the Contract is illegal by reason of the imposition of relevant sanctions.
- 10.3. Any termination of the Contract however caused shall not affect:
- 10.3.1. any rights or liabilities accrued before the time of termination; or
- 10.3.2. the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force after termination.
- 10.4. The termination or expiry of the Contract shall not operate to terminate any Letter of Hire in effect at the date of termination or expiry of the Contract and each such Letter of Hire will continue in effect until the End Date (or any extension thereof) or earlier termination in accordance with clause 10.6.
- 10.5. On termination of the Contract however caused, the Client shall immediately pay any outstanding amounts owed to the Employment Business pursuant to the Contract.

Letter of Hire

- 10.6. Each Letter of Hire shall, subject to express written extension agreed between the Employment Business and the Client, automatically expire on close of business on the End Date and may be terminated prior to the End Date:
- 10.6.1. at any time by the Employment Business by written notice of not less than the Employment Business' Notice Period as specified in the Letter of Hire;
- 10.6.2. at any time by the Client by written notice of not less than the Client's Notice Period as specified in the Letter of Hire;
- 10.6.3. by the Client if the Contractor has, in relation to the Assignment, committed an act or omission of dishonesty, incompetence or negligence, breaches the Official Secrets Act 1911 to 1989; or is convicted of any indictable criminal offence (other than a road traffic offence for which a penalty of imprisonment is not imposed); or appoints or suffers the appointment of any type of receiver, liquidator, administrator or trustee in bankruptcy of any or all of the Contractor's assets, except for the purpose of a solvent reconstruction and/or reorganisation;
- 10.6.4. by the Client if the Contractor commits a serious breach of the Client's e-mail and/or Internet usage policies; or
- 10.6.5. by either party if the Contractor fails to prove that he has a legal right to work in the country in which the services are to be performed or produces fraudulent documentation in this respect.
- 10.7. The provisions of clause 10.6 shall apply in relation to any substitute Staff or sub-contractor performing the Supplier's obligations.
- 10.8. The Employment Business shall notify the Client if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Letter of Hire with immediate effect without prior notice and without liability.

11. CONFIDENTIALITY

- 11.1. Each party undertakes that it shall not at any time during the term of the Contract, and for a period of 2 (two) years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (including the terms of the Contract), except as permitted by clause 11.2.
- 11.2. Each party may disclose the other party's confidential information:
- 11.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- 11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.



12. DATA PROTECTION

- 12.1. In relation to the performance of its obligations under the Contract, each party shall comply strictly with all requirements of the Data Protection Laws applicable to it.
- 12.2. Neither party shall, by any act or omission, cause the other party to breach any of the Data Protection Laws in connection with the Contract.
- 12.3. The parties acknowledge and agree that:
 - 12.3.1. they shall each be a data controller in respect of the personal data of Candidates and Contractors that may be exchanged between them. Neither party is the processor for the other party. Personal data may include contact details, CVs, references and other information provided directly by the data subject or otherwise collated about them for the purposes of assessing their suitability for a position; and
 - 12.3.2. each party shall be responsible for complying with all applicable Data Protection Laws relevant to its own processing of the personal data concerned.

13. NON-SOLICITATION

- 13.1. During the term of the Contract and for a period of 6 (six) months following its termination, neither party shall, directly or indirectly, solicit, engage or receive services from any employee of the other party, irrespective of whether such employee has been involved in or with the Employment Business' supply of services to the Client, on any basis whatsoever, including on a fixed term, temporary or permanent basis, whether during the term of that employee's employment with the other party or for a period of 6 (six) months after termination of that employee's contract of employment with that party.
- 13.2. Neither party shall be in breach of clause 13.1 in the event that the employee approached that party directly, or responded to a vacancy advertised to the general public without that employee having been previously approached directly by that party.

14. ETHICAL BUSINESS PRACTICE, ANTI BRIBERY AND ANTI TAX EVASION PROVISIONS

- 14.1. Each party shall conduct its business and its relationships with each other and with Third Parties in good faith and in a fair and ethical manner.
- 14.2. The Employment Business is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.
- 14.3. In performing its obligations under the Contract, each party shall comply with all applicable laws, statutes, regulations and codes relating to:
 - 14.3.1. anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and
 - 14.3.2. anti-slavery and human trafficking, including but not limited to the Modern Slavery Act 2015.
- 14.4. Each party shall not, and shall procure that its employees, agents and contractors shall not, engage in any activity, practice or conduct which would constitute an offence and/or contravention of the Criminal Finances Act 2017.

15. GENERAL

- 15.1. **Severance:** If any provision or part-provision of the Contract is or becomes invalid, unlawful or unenforceable, it shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability and shall not prejudice or affect the remainder of the Contract.
- 15.2. **Rights of Third Parties:** Except in relation to rights expressly granted to third parties by the Contract, a person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This clause 15.2 does not affect any right or remedy which exists or is available otherwise than pursuant to that Act.
- 15.3. **Notices:** Any notices given by either party under the Contract shall be given in writing and sent by first class post to the other party's registered office and shall be deemed to have been received 2 (two) business days after the date of posting.
- 15.4. **Force majeure:** Neither party shall be liable to the other party for any delay or non-performance of its obligations under the Contract resulting from causes beyond its reasonable control including acts of God, fire, flood, earthquake or other natural disaster, terrorist attack or civil commotion.
- 15.5. **Waiver:** A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy at any time subsequently to enforce all terms in the Contract. No single or partial exercise of any right or remedy provided under the Contract shall prevent or restrict the further exercise of that or any other right or remedy.



- 15.6. **No partnership or agency:** Nothing in the Contract shall create or be deemed to create any partnership or joint venture between the Parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 15.7. **Governing law and jurisdiction:** The Contract 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 laws of England and Wales and the Contract is subject to the exclusive jurisdiction of the courts of England and Wales.

