

TERMS & CONDITIONS FOR THE SUPPLY OF SREVICES FROM AN EDUCATION EMPLOYMENT & ASSOCIATED SERVICES BUSINESS TO AN END USER CLIENT

AGREED TERMS:

INTERPRETATION:

Assignment: Shall have the meaning set out in clause 4. AWR 2010: The agency Workers regulations 2010.

AWR 2011: The agency Workers regulations (Northern Ireland) 2011.

Dated:

# ELEMENTA SUPPORT SERVICES LTD

Business day: a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

Comparable employee: means as defined in regulation 5(4) of the AWR 2010 or regulation 5(4) of the AWR 2011.

# PARTIES:

Elementa Support Services Ltd

Incorporated and registered in England and Wales with Company number: 11556314

Whose registered office is at

Unit 19, Bridgwater Court, Oldmixon Crescent, Weston-super-Mare

North Somerset BS24 9AY

(employment business & associated School services).

(Client) ……………………………………..

AGREED TERMS:

Interpretation: agreement.

The client agrees and accepts the terms of the agreement set out below, which the client acknowledges and confirms that they have fully read, accepted, and understood. the client may confirm the acceptance of this agreement by signing below, or by confirming acceptance by email or facsimile transmission. In the event that the client’s written confirmation is not provided as set out above, the client acknowledges that this agreement shall be deemed to be accepted by the client in the event that a Worker commences an assignment.

**Date of issue by the employment business to the Client**

…………………………………………………………

**Signed on behalf of the employment business**

………………………………………………………… **Date**………………………………………………………

**Signed on behalf of the Client**

…………………………………………………………

**Date**………………………………………………………

…

Conduct regulations 2003: the conduct of employment agencies and employment Businesses regulations 2003.

Conduct regulations 2005: the conduct of employment agencies and employment Businesses regulations (Northern Ireland) 2005.

Engage: the employment of a Worker or engagement directly or indirectly by the client or a third party introduced to the Worker by the client, including through any employment business other than the employment Business (whether for a definite or indefinite period) as a direct result of any Introduction or assignment to the client and the terms engaged or engagement shall be construed accordingly.

Extended assignment: shall have the meaning set out in clause 5.4;

Group: in relation to a company, that company, each and any subsidiary or holding company from time to time of that company and each and any subsidiary from time to time of a holding company of that company.

Indemnity: shall have the meaning set out in clause 11.1 and Indemnified and Indemnifies shall be construed accordingly.

Introduction: means (i) the provision to the client of information by the employment Business by way of a curriculum vitae or otherwise which identifies the Worker; or (ii) the client’s interview of the Worker (in person or by telephone or by any other means), following the client’s instruction to the employment Business to supply a Worker; or (iii) the supply of a Worker; and introduce and introduced shall be construed accordingly.

Introduction date: the date the employment Business Introduces the temporary Worker to the client in accordance with clause 2.

Introduction fee: shall have the meaning set out in clause 5.1.

Losses: means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands.

Other Qualifying payments: any remuneration payable to the temporary Worker (other than their basic hourly rate), which is not excluded by virtue of the AWR 2010 or the AWR 2011, such as any Overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2010 or the AWR 2011).

Qualifying Temporary Worker: any Temporary Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010 or regulation 5 of the AWR 2011 and in particular has been provided to the Client (whether by the Employment Business or any third party) for the Qualifying Period and in respect of whom the Employment Business has complied with its obligations under clause 2.

Qualifying Period: means the 12-week [60 days] qualifying period as defined in the AWR 2010 or AWR 2011, subject to regulations 8 and 9 of the AWR 2010 or subject to Regulations 8 and 9 of the AWR 2011.

Relevant Period: shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003 or regulation 10(5) and (6) of the Conduct Regulations 2005, save where the Employment Business has received a Valid Opt Out in relation to the relevant Worker, in which case the period shall be 6 months after the last day of supply.

Relevant Terms and Conditions: the relevant terms and conditions for any particular Qualifying Temporary Worker as defined in regulation 6 of the AWR 2010 or regulation 6 of the AWR 2011.

Remuneration: includes base salary or fees, guaranteed and/ or anticipated bonus and commission earnings, any allowances, inducement payments, the benefit of a company car and all other payments or emoluments payable to or receivable by the Worker for services rendered to the Client or any third party. Where a company car is provided, a notional amount of

£5,000 will be added to the salary in order to calculate the Employment

Business’s fee under clause 5.1.

Subsidiary: has the meaning given in clause 1.4.

Temporary Worker: an agency worker for the purposes of regulation 3 of the AWR 2010 or regulation 3 of the AWR 2011.

Territory: The United Kingdom of Great Britain and Northern Ireland. Unsatisfactory Worker: has the meaning set out in clause 6.2.

Valid Opt-Out: means written notification from a company Worker and the individual provided by that company Worker in accordance with regulation 32(9) of the Conduct Regulations 2003 or regulation 32(9) of the Conduct Regulations 2005, as amended from time to time.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Vulnerable Person: shall have the meaning set out in regulation 2 of the Conduct Regulations 2003 or regulation 2 of the Conduct Regulations 2005.

Worker: an individual worker, including a Temporary Worker or, where the worker is a limited company or other legal entity, the individual worker Introduced and supplied by that entity to and through the Employment Business to the Client to provide Services to the Client (but not as an employee of the Client).

Worker Fees: shall have the meaning set out in clause 6.7. WTR 1998: The Working Time Regulations 1998.

WTR Northern Ireland 1998: the Working Time Regulations (Northern Ireland) 1998.

* 1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns.
  2. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
  3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  4. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  5. A reference to writing or written includes e-mail.
  6. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
  7. A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
  8. A reference to the AWR 2010, Conduct Regulations 2003 and WTR 1998 in this agreement shall apply to a Temporary Worker Engaged in England, Wales and Scotland and a reference in this agreement to the AWR 2011, Conduct Regulations 2005 and WTR Northern Ireland 1998 shall apply to a Temporary Worker engaged in Northern Ireland only.
  9. Any words following the terms including, include, in particular,

for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

# THE CONTRACT

* 1. These terms constitute the contract between the Employment Business and the Client for the supply of the Worker’s services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Worker, or the passing of any information by the Client about a Worker to any third party following an Introduction.
  2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Employment Business, these terms prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
  3. Subject to clause 6.9, no variation or alteration to these terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
  4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 or in the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981 when Introducing Workers for Assignments with the Client.

# EMPLOYMENT BUSINESS’ OBLIGATIONS

* 1. The Employment Business agrees to search, in the Territory, for Workers for the Client who meet the Client’s minimum qualifications and other criteria for the Actual Vacancies.
  2. Where a Worker is required by law or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves working with any Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and two references. The Employment Business will also take all reasonably practicable steps to confirm that the Worker is suitable for the Assignment. If the Employment Business is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to supply the necessary information.
  3. Prior to the commencement of the Assignment, the Employment Business will send the Client written confirmation of:
     1. The identity of the Worker;
     2. The Worker’s experience, training, qualifications and

authorisations necessary for the Assignment;

* + 1. The Worker’s willingness to carry out the Assignment; and
    2. The hourly rate charged by the Employment Business in accordance with clause 6.7.
  1. Where the information in clause 3.3 is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third Business Day following, save where the Worker is Introduced for an Assignment in the same position as one in which the Agency Worker had previously been supplied within the previous 5 Business Days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

# CLIENT’S OBLIGATIONS

* 1. When making a request for the provision of a Worker to perform certain services (Assignment), the Client will give the

Employment Business (in order that it can comply with its obligations under the Conduct Regulations 2003 or the Conduct Regulations 2005) details of:

* + 1. The date on which the Client requires the Worker to commence work and the duration, or likely duration, of the work;
    2. The position which the Client seeks to fill, including the type of work the Worker in that position would be required to do, the location at which, and the hours during which, the Worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
    3. 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 Worker to possess in order to work in the position; and
    4. Any expenses payable by or to the Worker;
    5. Any information reasonably required by the Employment Business in order for the Employment Business to fulfil its obligations under the AWR 2010 or the AWR 2011.
  1. The Client will assist the Employment Business in complying with the Employment Business’ duties under the WTR 1998 or the WTR Northern Ireland 1998 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 1998 or the WTR Northern Ireland 1998. If the Client requires the services of a Worker 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 at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Client requires the Worker to work in excess of 48 hours.
  2. Where the Employment Business supplies a Worker to the Client, the AWR 2010 or the AWR 2011 provides obligations which the Employment Business and the Client will be obliged to comply with. Unless the Employment Business expressly advises the Client in writing that a Worker is not a Temporary Worker, the Client will comply with the obligations set out in the terms, in terms of complying with the AWR 2010 or the AWR 2011 and more specifically in clauses 4.4 to 4.9 (inclusive) as set out below.
  3. 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 2010 or the AWR 2011.
  4. To enable the Employment Business to comply with its obligations under the AWR 2010 or the AWR 2011, the Client undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business’ request:
     1. To inform the Employment Business of any weeks since 1 October 2011 (or 5 December 2011 in respect of the AWR 2011) in which the relevant Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
     2. If, since 1 October 2011 (or 5 December 2011 in respect of the AWR 2011), the Temporary Worker has worked in the same or a similar role with the

Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Client via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business;

* + 1. To inform the Employment Business if, since 1 October 2011 (or 5 December 2011 in respect of the AWR 2011), the Temporary Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
       1. Completed two or more assignments with the Client;
       2. Completed at least one assignment with the Client and one or more earlier assignments with any member of the Client’s Group; and/ or
       3. Worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role;
    2. Save where the Temporary Worker will not complete the Qualifying Period during the term of the Assignment, to:

1. Provide the Employment Business with written details of the basic working and employment conditions the Temporary Worker would be entitled to for doing the same job if the Temporary Worker had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
2. Inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
3. If the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and
4. Inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
5. Save where the Temporary Worker will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.
   1. In addition, for the purpose of awarding any bonus to which the Temporary Worker may be entitled under the AWR 2010 or the AWR 2011, the Client will:
      1. Integrate the Temporary Worker into its relevant performance appraisal system;
      2. Assess the Temporary Worker’s performance;
      3. Provide the Employment Business with copies of all documentation relating to any appraisal of the Temporary Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
      4. Provide the Employment Business with all other

assistance the Employment Business may request in connection with the assessment of the Temporary Worker’s performance for the purpose of awarding any bonus.

* 1. The Client will comply with all the Employment Business’ requests for information and any other requirements to enable the Employment Business to comply with the AWR 2010 or the AWR 2011.
  2. The Client warrants that:
     1. All information and documentation supplied to the Employment Business in accordance with this clause 4 is complete, accurate and up-to-date; and
     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 this clause 4;
  3. Without prejudice to clause 11.7, the Client shall inform the Employment Business in writing of any:
     1. Oral or written complaint the Temporary Worker makes to the Client which is or may be a complaint connected with rights under the AWR 2010 or the AWR 2011; and
     2. Written request for information relating to the Relevant Terms and Conditions that the Client receives from the Temporary Worker:

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 and the Client will take such action and give such information and assistance 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 Temporary Worker within 28 days of the Client’s receipt of such a request in accordance with regulation 16 of the AWR 2010 or regulation 16 of the AWR 2011 and the Client will provide the Employment Business with a copy of any such written statement.

* 1. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Worker for the Worker to fill the Assignment.
  2. The Client shall advise the Employment Business at the time of instructing the Employment Business to supply a Worker whether during the course of the Assignment, the Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006
  3. The Client shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 and to allow the Employment Business to select a suitable Worker for the Assignment.
  4. In particular in the event that the Client removes a Temporary Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006, the Client will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.
  5. In respect of an Assignment where the Worker is a limited company, the Client agrees that clauses 4.3 to 4.9 (inclusive) and clause 7 shall still apply.

# INTRODUCTION FEE

* 1. If, following the supply of a Worker by the Employment Business to the Client within the Relevant Period, there is an

Engagement, the Client will pay the Employment Business the Introduction Fee at the rate of 15% of the value of annual Remuneration calculated at the start date of the Engagement or, if the actual Remuneration is not known, the hourly Worker Fees of the Employment Business calculated in accordance with clause 6.7 of these terms (which may be varied from time to time) and multiplied by 416. The Employment Business shall be entitled to invoice the Client for the Introduction Fee once the Engagement commences.

* 1. Where there has been no supply of the Worker by the Employment Business to the Client but the Employment Business has Introduced the Worker and there is a subsequent Engagement of the Worker and the Engagement takes place within 6 months from the Introduction to the Client, the Client will pay the Employment Business the Introduction Fee at the rate of 20% of the value of annual Remuneration payable to the Worker calculated at the start date of the Engagement or, if the actual Remuneration is not known, the hourly Worker Fees of the Employment Business that would have been applicable had there been a supply calculated in accordance with clause 6.7 of these terms (which may be varied from time to time) and multiplied by 416. The Employment Business shall be entitled to invoice the Client for the Introduction Fee once the Engagement commences.
  2. Clauses 5.4, 5.5, 5.6 and 5.7 shall not apply in this agreement where there is a Valid Opt Out.
  3. The Introduction Fee will not be payable if the Client gives one week’s written notice to the Employment Business that it intends to continue the hire of the Worker for a further period of three months (Extended Assignment) before it Engages the Worker other than through the Employment Business (or where there has been no supply the Client elects for a hire period of not less than 3 months on terms which would have been applicable had there been a supply).
  4. During the Extended Assignment the Employment Business shall supply the Worker on the same terms which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those which applied immediately before the Employment Business received the notification as set out in Clause 4.3.
  5. Where the Client decides (in accordance with clause 5.4) to have the Worker supplied by the Employment Business for the Extended Assignment:
     1. The Worker Fees payable by the Client during the Extended Assignment shall be those applicable immediately before the Employment Business received the Client’s notice of election;
     2. At the end of the Extended Assignment, the Client may Engage the Worker without paying the Introduction Fee; and
     3. If the Client chooses an Extended Assignment, but engages the Worker before the end of the Extended Assignment, the Introduction Fee may be charged by the Employment Business, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.
  6. If the Employment Business is unable to supply the Worker for any reason outside its control for the whole or any part of the Extended Assignment; or the Client does not wish to hire the Worker on the same terms as the Assignment; but the Worker is Engaged by the Client or third party, the Client shall pay the Introduction Fee, reduced pro-rata to reflect any Worker Fees paid by the Client during any part of the Extended Assignment worked by the Worker before being Engaged by the Client or third party. If the Client fails to give notice of its intention (or that of a third party) to Engage the Worker other than via the Employment Business before such Engagement commences, the parties agree that the Introduction Fee shall be due in full.
  7. Where prior to the commencement of an Engagement by the

Client or third party, other than via the Employment Business, the Employment Business and the Client agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Introduction Fee pro- rata. Such reduction is subject to the Client or third party Engaging the Worker for the agreed fixed term. Should the Client or third party extend the Worker’s Engagement or re-Engage the Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Introduction Fee.

* 1. No refund of the Introduction Fee will be paid in the event that the Engagement of the Worker other than via the Employment Business by the Client or by a third party terminates or terminates before the end of the fixed term referred to in clause 5.7.
  2. VAT is payable in addition to any Introduction Fee due.

# WORKERS

* 1. The Employment Business shall notify the Client immediately if it believes that any Worker is unsuitable for the Assignment or becomes aware of any matter that indicates that a Worker may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Worker ceases to have the appropriate skills, approvals or a right to work in The United Kingdom or where this agreement may be or has been breached.
  2. If the Client reasonably decides that a Worker is unsuitable to perform the Assignment (an Unsatisfactory Worker) and wishes to terminate an Assignment, the Client shall notify the Employment Business in writing of that fact giving the grounds for its dissatisfaction with the Unsatisfactory Worker.
  3. If the Client notified the Employment Business of an Unsatisfactory Worker in accordance with clause 6.2:
     1. Within 2 hours of the commencement of the Assignment, then the Assignment will immediately terminate and no Worker Fees shall be payable, and

6.3.2. In all other cases the Assignment shall terminate at the end of the day on which the Employment Business was notified, and Worker Fees shall be payable up to the date of such termination.

* 1. The Client undertakes to supervise the Worker sufficiently to ensure the Client’s satisfaction with the Worker’s standards of work. The Client may terminate the Assignment of an Unsatisfactory Worker, either by instructing the Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Worker.
  2. The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that any Agency Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Client shall remain liable for all Worker fees incurred prior to the termination of the Assignment.
  3. The Client shall notify the Employment Business immediately and without delay and in any event within 1 hours if the Worker fails to attend work or has notified the Client that they are unable to attend work for any reason.
  4. The Client will pay the Employment Business Worker Fees in respect of Workers as agreed by the parties in writing (Worker Fees). The Worker Fees comprise the Worker’s pay, holiday pay and where applicable, any payment pursuant to the AWR 2010 or the AWR 2011, including in relation to holiday pay, and include the Employment Business’s commission and employer’s National Insurance contributions. When booking a Worker for an Assignment, the Employment Business shall advise the Client of the agreed Worker Fees for that Worker. The following conditions apply to the Temporary Worker Fees:
     1. They are calculated according to the number of hours worked by the Worker (to the nearest quarter hour);
     2. The Client shall during the Assignment sign a time sheet verifying the number of hours worked by the Worker during a particular week. If the Client is unable to sign a time sheet produced for authentication by the Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co- operate 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 Worker. Failure to sign the time sheet does not absolve the Client of its obligation to pay the Worker Fees in respect of the hours actually worked.
     3. It is acknowledged that the Client shall not decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Worker. In cases of unsuitable or unsatisfactory work the provisions of clause 6.2 shall apply.
     4. All invoices shall be submitted with all applicable signed time sheets verifying the number of hours worked by the Worker.
     5. The Client shall be invoiced weekly and invoices are payable within 14 days of receipt. No fee is incurred by the Client until the Worker commences the Assignment, when the Employment Business will render an invoice to the Client in respect of the Worker Fees;
     6. For the avoidance of doubt, the Client shall not be required to pay Worker Fees for any absences (for whatever reason) of a Worker;
     7. The Employment Business shall not withhold any payment due to a Worker because of any failure by the Client to pay the Employment Business;
     8. The Client warrants and undertakes that it shall comply in all respects with its obligations under the AWR 2010 or AWR 2011, and that it shall take no actions to inhibit the Employment Business’s ability to meet its own obligations under the AWR 2010 and AWR 2011, and its obligations to a pregnant Worker.
     9. The Client warrants and undertakes that it shall comply in all respects with its obligations under the Employment Rights Act 1996 in relation to a pregnant Worker, including without limitation section 57ZA, and that it shall take no actions to inhibit the Employment Business’s ability to meet its own obligations to a pregnant Workers.
     10. The Client agrees that it shall indemnify the Employment Business in respect of any costs including without limitation wages and national insurance contributions incurred by the Employment Business pursuant to section 68C of the Employment Rights Act 1996, notwithstanding the termination of the supply of a Worker by the Client.
  5. In addition to the Worker Fees, the Client will pay the Employment Business an amount equal to any bonus that the Client awards to the Temporary Worker in accordance with clause 4.6 immediately following any such award and the Employment Business will pay any such bonus to the Temporary Worker. For the avoidance of doubt, the Client will also pay any employer’s National Insurance Contributions and the Employment Business’ commission on the bonus in addition to any bonus payable to the Temporary Worker.
  6. The Employment Business reserves the right to vary the Worker

Fees agreed with the Client by giving written notice to the Client:

* + 1. In order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the AWR 2010 or the AWR 2011; and/or
    2. If there is any variation in the Relevant Terms and Conditions.

# SPECIAL TERMS FOR WORKERS WHICH ARE A LIMITED COMPANY

* 1. Where the Temporary Worker supplied to the Client is a limited company, and the Employment Business has notified the Client in writing before the commencement of an Assignment of that fact, the provisions in this clause 7 shall apply.
  2. The Client shall confirm in writing whether or not the off payroll legislation contained in Part 10 of Chapter 2 of the Income Tax (Earnings and Pensions) Act 2003 applies to any Assignment as soon as possible prior to the commencement of any Assignment and during the period of the Assignment if the status changes. This shall include the provision of a status determination statement in accordance with the legislation. The Client shall respond in writing to any queries raised by the Employment Business regarding any such status determination statement within 2 working days.
  3. The Client warrants that all information provided to the Employment Business regarding the application of the off payroll legislation contained in Part 10 of Chapter 2 of the Income Tax (Earnings and Pensions) Act 2003 to any Assignment shall be accurate, and the Client acknowledges that the Employment Business relies upon all such information in performing its contractual obligations to limited company Temporary Workers and statutory obligations to HMRC.
  4. The Client shall fully indemnify and hold the Employment Business harmless from and against any and all losses, damages, claims, HRMC liabilities, costs and expenses (including without limitation legal expenses) suffered or incurred by or awarded against the Employment Business arising out of or in connection with the Client providing inaccurate information under clause

7.2 and 7.3. For the purposes of clauses 7.2 to 7.4, inaccurate information shall include but not be limited to a status determination statement which is deemed to be incorrect by HMRC.

* 1. If the Assignment does not involve working with Vulnerable Persons, the Employment Business will normally have received a Valid Opt Out. The Client acknowledges that a Valid Opt Out has been received by the Employment Business unless the Client is otherwise advised by the Employment Business in writing.
  2. The Client shall not unless so otherwise advised by the Employment Business exercise supervision, direction or control over the individual person supplied, as to the manner in which the services are to be provided. Nothing in this clause shall limit the Client from requiring the individual person supplied from reporting on work undertaken, or from verifying that work has been completed for the purposes of verifying a timesheet of the individual.

# FEES AND VAT

* 1. Where applicable, the Employment Business shall charge VAT to the Client, at the prevailing rate, after the Employment Business has provided the Client with a VAT invoice.
  2. No refunds are payable in respect of the Worker Fees of the Employment Business.
  3. The Client’s obligations under clause 6.7 and clause 8 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
  4. In the event the Client shall be in breach of any credit terms agreed with the Employment Business, then all Worker Fees

invoiced in respect of all live Assignments shall become immediately due for payment and the Employment Business shall be entitled to terminate all Assignments immediately without notice, and to invoice the Client for all work undertaken to the date of termination, such invoice or invoices being immediately due for payment upon delivery to the Client.

* 1. The Employment Business assumes responsibility for paying the Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

# TERMINATION AND EFFECT OF EARLY TERMINATION

* 1. Any of the Client, the Employment Business or the Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Client, who shall be liable for any Worker Fees.
  2. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
  3. Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

# ANNOUNCEMENTS

No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

# INDEMNITIES AND INSURANCE

* 1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Worker and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Worker or if the Worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
  2. Workers supplied by the Employment Business pursuant to these terms are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision and direction of the Client from the time they report to take up duties and for the duration of the Assignment, save where the provisions in clause 7.2 apply and that the Worker’s status falls within Regulation 3(2) of the AWR 2010 or regulation 3(2) of the AWR 2011. The Client agrees to be responsible for all acts, errors or omissions of the Worker, whether wilful, negligent or otherwise as though the Worker was on the payroll of the Client.
  3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Worker is to fill the Assignment.
  4. The Client will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (as

amended), by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client’s own staff (excluding the matters specifically mentioned in clause 8.5 above), including in particular the provision of adequate Employer’s and Public Liability Insurance cover for the Worker during all Assignments.

* 1. The Client undertakes not to request the supply of a Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these terms by the Client.
  2. The Client shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Client as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Client.
  3. If the Temporary Worker brings, or threatens to bring, any complaint or claim made by or on behalf of a Temporary Worker against the Client and/or the Employment Business for any breach of the AWR 2010 or AWR 2011 (AWR Claim), the Client undertakes to take such action and give such information and assistance as the Employment Business may request, and 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.

# CONFIDENTIALITY

* 1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
  2. Each party may disclose the other party’s confidential information:
     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 this agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party’s confidential information comply with this clause 12; and
     2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
  3. No party shall use any other party’s confidential information for any purpose other than to perform its obligations under this agreement.

# DATA PROTECTION COMPLIANCE

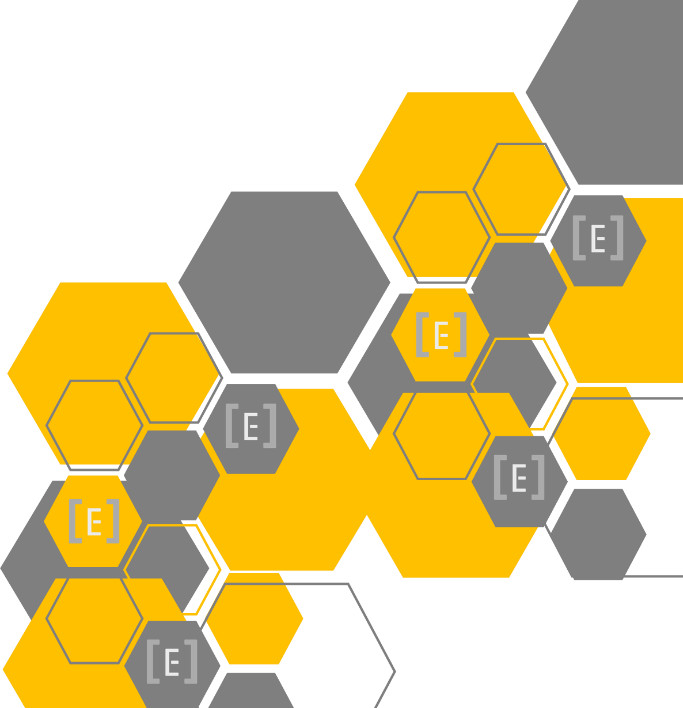
* 1. In this clause 13, the expressions process, personal data, processor, controller and data subject shall bear their respective meanings given in Data Protection Laws which means all applicable laws and regulations relating to data protection in the UK including without limitation the General Data Protection Regulation (2016/679) (GDPR) and (once in force) the Data Protection Acts of 2018.
  2. The parties shall comply with their respective obligations under the Data Protection Laws.
  3. To the extent that either party processes as processor personal data of which the other is a controller:
     1. The processor shall process the personal data in accordance with the controller’s instructions (provided that such

instructions are within the scope of the processor’s obligations under these terms) unless otherwise required by law or any regulatory body (in which case the processor shall, where permitted, inform the controller of that legal requirement before processing);

* + 1. The processor shall process the personal data during the term of these terms (and following termination to the extent required to perform any post termination obligations);
    2. The processor shall process the personal data ensuring that any of its processing is undertaken only by persons authorised to process the personal data who are subject to a duty of confidence in respect of any such personal data to which they may Have access;
    3. The controller acknowledges that the processor is authorised to appoint sub- processors from time to time. In the event that the processor wishes to appoint any new sub-processors it shall inform the controller accordingly and give the controller the right to comment on the appointment, it shall impose upon any sub-processor (and procure any sub- processor’s compliance with) the terms of this clause 13 as if the processing being carried out by the sub-processor was being carried out by the processor (and it shall be liable for the acts and omissions of such sub-processors as if they were the processor’s own acts and omissions);
    4. The processor shall not under any circumstances transfer or allow the transfer of the personal data outside the United Kingdom or European Economic Area other than as permitted by Chapter 5 of the GDPR;
    5. The processor shall implement such security measures as required to enable the personal data to be processed in compliance with obligations equivalent to those imposed on the controller by article 32 of the GDPR;
    6. The processor shall notify the controller without undue delay on becoming aware of a personal data breach and cooperate with the controller to resolve such issue;
    7. The processor shall provide such assistance as the controller may reasonably require to assist the controller to comply with its obligations to keep the personal data secure, allow the controller to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the processing of such personal data and/or respond to requests made by data subjects pursuant to Data Protection Legislation;
    8. The processor shall upon the controller’s written request: (a) provide details in writing of the processor’s data processing activities in respect of such personal data; and (b) on reasonable notice allow the controller to audit the processor’s compliance with the terms of this clause

13 (subject to any requirements or restrictions that the processor may impose to safeguard the personal data it holds on behalf of third parties and/or avoid unreasonable disruption to its business);

* + 1. The processor shall upon termination of this terms, return or delete such personal data (and delete any copies, save to the extent retention is required by law, for record-keeping purposes or where it is entitled to hold such personal data as controller).
  1. In relation to processing of such personal data:
     1. The categories of data subjects to which the personal

data relates: Workers;

* + 1. The type of data which may be processed: name, address, gender, pay and benefits, hours of work, workplace, employment history, right to work;
    2. The nature and purpose of data processing activities: using the personal data for the purpose of fulfilling the processor’s obligations under these terms.
  1. The Client shall indemnify the Employment Business for any Losses the Employment Business incurs or suffers arising from any breach of clause 13 by the Client.
  2. All information relating to a Worker is confidential and subject to the obligations in clause 12.1 and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of clause 12.1 in receiving and processing the data at all times.

# INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Client. Accordingly, the Employment Business shall use its reasonable endeavours to ensure that the Worker shall execute all such documents and do all such acts in order to give effect to the Client’s rights pursuant to this clause.

# NO PARTNERSHIP OR AGENCY

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

# ENTIRE AGREEMENT

* 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.
  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.
  3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
  4. Nothing in this clause shall limit or exclude any liability for fraud.

# THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

# NOTICES

* 1. Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
     1. Delivered by hand or by pre-paid first- class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
     2. Sent by email.
  2. Any notice or communication shall be deemed to have been

received:

* + 1. If delivered by hand, on signature of a

Delivery receipt or at the time the notice is left at the proper address.

* + 1. If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
    2. If sent by email, upon receipt.
  1. 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.

# GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

# JURISDICTION

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

# SEVERANCE

* 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.
  2. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.