

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following definitions apply:

Actual Vacancies such of the Hirer's vacant positions as the Hirer informs the Employment Business from time to time in accordance with this Agreement.

Administration Fees the administration fees payable by the Hirer in the amounts notified to the Hirer by the Employment Business from time to time.

Agency Worker means a Worker who is Introduced by the Employment Business to provide services to the Hirer and who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010.

Assignment means services which the Hirer requests be performed by the Agency Worker for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer.

Assignment Details Form means written confirmation of the assignment details agreed with the Hirer.

AWR 2010 means the Agency Workers Regulations 2010.

AWR Claim means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the AWR 2010.

Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Calendar Week means any period of seven days starting with the same day as the first day of the First Assignment.

Charges means the Employment Business's charges calculated in accordance with clause 5 and as may be varied from time to time in accordance with these Terms.

Comparable Employee Conduct Regulations means as defined in Regulation 5(4) of the AWR 2010.

Control means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and **Controls** and **Controlled** shall be construed accordingly.

Data Protection Laws means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data.

Employment Business Engagement means SupplyNow Limited (registered company number: 10399281).

Engagement means the engagement (including the Agency Worker's acceptance of the Hirer's offer), employment or use of the Agency Worker directly or indirectly by the Hirer or by any third party to whom the Agency Worker has been introduced by the Hirer in connection with an Assignment, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Agency Worker is an officer, employee or other representative; and **Engage**, **Engages** and **Engaged** shall be construed accordingly.

First Assignment means:
 (a) the relevant Assignment; or
 (b) if, prior to the relevant Assignment:
 (i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and
 (ii) the relevant Qualifying Period commenced in any such assignment,
 that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer).

Hirer means the person, firm or corporate body (including school, academy, nursery, local authority or similar body) together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced.

Hirer's Group means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006.

Introduction means (i) the provision to the Hirer of information (in such format as the Employment Business shall determine from time to time and which may for the avoidance of doubt, be in the form of a curriculum vitae) which identifies Workers; or (ii) the Hirer's interview of the Worker (in person or by telephone or by any other means), following the Hirer's instruction to the Employment Business to supply a Worker; or (iii) the supply of the Worker; and, in any case, which leads to an Engagement of the Worker; and **Introduced** and **Introducing** shall be construed accordingly.

Losses means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, 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.

Minimum Transfer Fee means the minimum amount of the Transfer Fee notified by the Employment Business to the Hirer from time to time.

Period of Extended Hire means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or

series of Assignments as an alternative to paying a Transfer Fee as further described in Schedule 1 of these Terms.

Qualifying Period means the 12-week qualifying period as defined in regulation 7 of the AWR 2010, subject to regulations 8 and 9 of the AWR.

Relevant Period has the meaning given in regulation 10(5) and (6) of the Conduct Regulations.

Relevant Terms and Conditions means terms and conditions relating to:
 (a) pay;
 (b) the duration of working time;
 (c) night work;
 (d) rest periods;
 (e) rest breaks; and
 (f) annual leave
 that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation.

Remuneration includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non- taxable) emoluments payable to or receivable by the Agency Worker for services provided to or on behalf of the Hirer or any third party.

Temporary Work Agency Terms means as defined in Regulation 4 of the AWR 2010.

Transfer Fee means the fee payable in accordance with clause 8 of these Terms and Regulation 10 of the Conduct Regulations.

Vulnerable Person Worker has the meaning given in regulation 2 of the Conduct Regulations.

Worker an individual worker, or a worker that is a company or other legal entity, as the case may be including any of the Employment Business's own employees, workers or agency staff.

WTR means the Working Time Regulations 1998.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

1.5 A reference to **writing** or **written** includes email but not fax.

1.6 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

2 CONTRACT

2.1 These terms set out the agreement between the Employment Business and the Hirer for the supply of Agency Workers by the Employment Business to the Hirer.

2.2 For the purposes of the Conduct Regulations, the Employment Business acts as an employment business in relation to the Introduction and supply of Agency Workers.

2.3 The Employment Business agrees to search for Workers who meet the Hirer's stipulated minimum criteria for Actual Vacancies and where one or more Workers identified by the Employment Business meet such criteria, supply to the Hirer those Workers as Agency Workers to fill the Actual Vacancies.

2.4 Prior to the commencement of an Assignment, the Employment Business shall send the Hirer written confirmation of the following in relation to each Worker identified as being a person who the Employment Business will supply as an Agency Worker for the purposes of an Assignment:
 2.4.1 the identity of the proposed Agency Worker;
 2.4.2 the Agency Worker's experience, training, qualifications and authorisations necessary for the Assignment;
 2.4.3 the Agency Worker's willingness to carry out the Assignment;
 2.4.4 the fees and charges to be charged by the Employment Business in accordance with these Terms for the Supply of the Agency Worker;
 2.4.5 any notice period to terminate the Assignment; and
 2.4.6 the intervals at which invoices shall be rendered to the Hirer by the Employment Business.

2.5 The parties shall meet regularly to review the services provided by the Employment Business. Any resulting changes agreed to the services, remuneration or any other aspect of the agreement shall be of no effect unless confirmed in writing.

3 HIRER OBLIGATIONS

3.1 To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following:
 3.1.1 the date on which the Hirer requires the Worker to commence work as an Agency Worker on the Assignment and the duration, or likely duration, of the work;
 3.1.2 the type of work that the Agency Worker would be required to do;
 3.1.3 the location and hours of work during which the Agency Worker would be required to work;
 3.1.4 the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position;
 3.1.5 any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks;
 3.1.6 any expenses reasonably expected to be payable by or to the Worker;
 3.1.7 the duration or likely duration of the Assignment.

3.2 The Hirer will assist the Employment Business in complying with the Employment Business's duties under the WTR by supplying any relevant information about the Assignment requested by the Employment Business.

3.3 The Hirer will not do anything to cause the Employment Business to be in breach of its obligations under the WTR.

3.4 If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer 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 Hirer requires the Agency Worker to work in excess of 48 hours.

- 3.5 The Hirer 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.
- 3.6 To enable the Employment Business to comply with its obligations under the AWR 2010, the Hirer 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's request:
 - 3.6.1 to inform the Employment Business of any Calendar Weeks in which the Agency Worker has worked in the same or a similar role with the Hirer 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;
 - 3.6.2 if, the Agency Worker has worked in the same or a similar role with the Hirer 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 Hirer via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work which may count towards the Qualifying Period, 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;
 - 3.6.3 to inform the Employment Business if, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR 2010 because s/he has:
 - 3.6.3.1 completed two or more assignments with the Hirer;
 - 3.6.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 3.6.3.3 worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role;
 - 3.6.4 save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
 - 3.6.4.1 provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job
 - 3.6.4.2 if the Agency Worker had been recruited directly by the Hirer 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;
 - 3.6.4.3 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;
 - 3.6.4.4 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 Hirer considers that the relevant individual is a Comparable Employee; and
 - 3.6.4.5 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
 - 3.6.5 save where the Agency 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.
- 3.7 In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the AWR 2010, the Hirer will:
 - 3.7.1 integrate the Agency Worker into its relevant performance appraisal system;
 - 3.7.2 assess the Agency Worker's performance;
 - 3.7.3 provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
 - 3.7.4 provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.
- 3.8 The Hirer will comply with all the Employment Business's requests for information and any other requirements to enable the Employment Business to comply with the AWR 2010.
- 3.9 The Hirer warrants that:
 - 3.9.1 all information and documentation supplied to the Employment Business in accordance with clauses 3.6, 3.7 and 3.8 is complete, accurate and up-to-date; and
 - 3.9.2 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 3.6, 3.7 and 3.8.
- 3.10 Without prejudice to clauses 13.7 and 13.8, the Hirer shall inform the Employment Business in writing of any:
 - 3.10.1 oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the AWR 2010; and
 - 3.10.2 written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency 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 Hirer and the Hirer 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 Agency Worker within 28 days of the Hirer's receipt of such a request in accordance with Regulation 16 of the AWR 2010 and the Hirer will provide the Employment Business with a copy of any such written statement.
- 3.11 The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

4 INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER

- 4.1 When Introducing an Agency Worker to the Hirer the Employment Business shall inform the Hirer:
 - 4.1.1 of the identity of the Agency Worker;
 - 4.1.2 of the Agency Worker's required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;
 - 4.1.3 of the Agency Worker's willingness to work in the Assignment;
 - 4.1.4 of the Charges; and
 - 4.1.5 any notice period to terminate the Assignment.
- 4.2 Where such information 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 Agency 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 Hirer, unless the Hirer requests that the information be resubmitted.

5 CHARGES

- 5.1 The Hirer agrees to pay the Charges and Administration Fees notified to the Hirer by the Employment Business in advance of an Assignment and as may from time to time be amended by the Employment Business by reasonable notice in writing to the Hirer.
- 5.2 Subject to clause 5.3, it shall be assumed, for the purpose of calculating the Charges, that the Agency Worker worked the hours per day which were agreed between the Hirer and the Employment Business prior to the commencement of the Assignment (or as may be subsequently agreed between the Hirer and the Employment Business) (**Agreed Hours**).
- 5.3 If:
 - 5.3.1 an Agency Worker notifies the Hirer that it shall not work the Agreed Hours on any day of an Assignment; and / or
 - 5.3.2 does not work the Agreed Hours on any day of an Assignment,

(**Worker Absence**) the Hirer shall notify the Employment Business by telephone or through the Employment Business' platform as soon as reasonably practicable upon becoming aware of the Worker Absence and the Employee Business shall adjust the Charges payable pursuant to clauses 5.1 and 5.2 accordingly.
- 5.4 Subject to clauses 5.2 and 5.3 above, the Charges shall comprise the following:
 - 5.4.1 the Agency Worker's hourly or daily rate of pay;
 - 5.4.2 an amount equal to any paid holiday leave to which the Agency Worker is entitled in connection with the WTR and, where applicable, the AWR 2010 and which is accrued during the course of an Assignment;
 - 5.4.3 any other amounts to which the Agency Worker is entitled under the AWR 2010, where applicable;
 - 5.4.4 employer's National Insurance contributions;
 - 5.4.5 any travel, hotel or other expenses as may have been agreed with the Hirer or; or if there is no such agreement, such expenses as are reasonable.
- 5.5 The Employment Business reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:
 - 5.5.1 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, the WTR and the Pensions Act 2008; and/or
 - 5.5.2 if there is any variation in the Relevant Terms and Conditions.
- 5.6 The Employment Business will invoice the Charges to the Hirer on a weekly basis. The Hirer will pay the Charges within 14 days of the date of the invoice.
- 5.7 If the Hirer agrees to pay the Charges by way of Direct Debit, then the Charges shall be paid within 7 days of the date of the invoice.
- 5.8 In addition to the Charges, the Hirer will pay the Employment Business an amount equal to any bonus that the Hirer awards to the Agency Worker in accordance with clause 3.7 immediately following any such award and the Employment Business will pay any such bonus to the Agency Worker. For the avoidance of doubt, the Hirer will also pay any employer's National Insurance contributions in addition to any bonus payable to the Agency Worker.
- 5.9 VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under clause 5.8.
- 5.10 The Employment Business reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 4% per annum above the base rate from time to time of the Barclays PLC from the due date until the date of payment.
- 5.11 The Employment Business will not refund any of the Charges in any circumstances.
- 5.12 The Hirer's obligations under this clause 5 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights.

6 PAYMENT OF THE AGENCY WORKER

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

7 TRANSFER FEES

- 7.1 The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages an Agency Worker Introduced by the Employment Business other than via the Employment Business or introduces the Agency Worker to a third party and such introduction results in an Engagement of the Agency Worker by the third party other than via the Employment Business and:
 - 7.1.1 where the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or
 - 7.1.2 where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.

The Transfer Fee will be calculated in accordance with Schedule 1.
- 7.2 If the Hirer wishes to Engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving twenty term-time weeks written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in Schedule 1.
- 7.3 During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 7.2; and the Hirer shall continue to pay the Charges set out in clause 5. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Agency Worker on the same terms as the Assignment; but the Agency Worker is Engaged by the Hirer, the Hirer shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Agency Worker before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.
- 7.4 Where prior to the commencement of the Hirer's Engagement other than via the Employment Business, the Employment Business and the Hirer 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 Transfer Fee as calculated in accordance with Schedule 1 pro-rata. Such reduction is subject to the Hirer Engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.
- 7.5 The Employment Business will not refund the Transfer Fee in the event that the Engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates or terminates before the end of the fixed term referred to in clause 7.4.
- 7.6 VAT is payable in addition to any Transfer Fee due.

8 SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

- 8.1 Where:
 - 8.1.1 the Agency Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the Agency Worker; and
 - 8.1.2 in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business shall take all reasonably

practicable steps to obtain and offer to provide copies to the Hirer on request, copies of any relevant qualifications or authorisations or certifications and two references from persons who are not relatives of the Agency Worker and who have agreed that the references they provide may be disclosed to the Hirer;

and such other reasonably practicable steps as are required to confirm that the Agency Worker is suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain the necessary information.

- 8.2 The Hirer shall advise the Employment Business at the time of instructing the Employment Business to supply an Agency Worker whether during the course of the Assignment, the Agency Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006.
- 8.3 The Hirer 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 Agency Worker for the Assignment.
- 8.4 In particular in the event that the Hirer removes an Agency Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Disclosure and Barring Service (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

9 UNSUITABILITY OF THE AGENCY WORKER

- 9.1 The Hirer undertakes to supervise the Agency Worker sufficiently to ensure the Hirer's satisfaction with the Agency Worker's standards of work. If the Hirer reasonably considers that the services of the Agency Worker are unsatisfactory for the Assignment or it becomes aware of any matter that indicates that the Agency Worker may be unsuitable for the Assignment, the Hirer may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by requesting that the Employment Business to remove the Agency Worker. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Hirer has notified the Employment Business immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates:

- 9.1.1 within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for more than 7 hours; or
 - 9.1.2 within 2 hours for Assignments of 7 hours or less;
- and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

- 9.2 The Employment Business shall notify the Hirer if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that any Agency Worker supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all Charges incurred prior to the termination of the Assignment.
- 9.3 The Hirer shall notify the Employment Business immediately and without delay and in any event within one hour if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

10 TERMINATION OF THE ASSIGNMENT

- 10.1 Any of the Hirer, the Employment Business or the Agency Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any Charges due under clause 5 above).

11 CONFIDENTIALITY AND DATA PROTECTION

- 11.1 All information relating to an Agency Worker is confidential and subject to Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose other than to exercise any rights and perform obligations under or in connection with these Terms nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.
- 11.2 The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the AWR 2010 (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).
- 11.3 The Employment Business and the Hirer may disclose the other party's confidential information:
 - 11.3.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - 11.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 11.4 Information relating to the Employment Business's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

12 INTELLECTUAL PROPERTY RIGHTS

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

13 LIABILITY

- 13.1 Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency 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.
- 13.2 Agency 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 Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Agency Worker, whether wilful, negligent or otherwise as though the Agency Worker was on the payroll of the Hirer.
- 13.3 The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.

- 13.4 The Hirer 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 WTR, the Data Protection Laws, 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 Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in clause 6 above), including in particular the provision of adequate Employer's and Public Liability insurance cover for the Agency Worker during all Assignments.
- 13.5 The Hirer undertakes not to request the supply of an Agency 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 Hirer to perform the duties of a person on strike or taking official industrial action.
- 13.6 The Hirer 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 Hirer.
- 13.7 The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer 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 Hirer.
- 13.8 If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer 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 Hirer'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.

14 NOTICES

- 14.1 All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered by hand or by first class prepaid post or other next working day delivery service to the registered office of the party (if a company) or its principal place of business (in any other case) upon whom the notice is to be served or any other address that the party has notified the other party in writing, including by email.
- 14.2 Any such notice shall be deemed to have been received:
 - 14.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 14.2.2 if by 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;
 - 14.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.2.3, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15 SEVERABILITY

- 15.1 If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.
- 15.2 If any provision or part-provision of these Terms is deemed deleted under clause 15.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16 RIGHTS OF THIRD PARTIES

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

17 ASSIGNMENT AND OTHER DEALINGS

Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

18 NO PARTNERSHIP OR AGENCY

- 18.1 Nothing in these Terms 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.
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19 VARIATION

Subject to clause 5.5, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer stating the date on or after which such varied Terms shall apply.

20 ENTIRE AGREEMENT

These Terms constitute the entire agreement between the Employment Business and the Hirer for the supply of the Agency Worker's services by the Employment Business to the Hirer and are deemed to be accepted by the Hirer by virtue of its request for, interview with or Engagement of the Agency Worker, or the passing of any information by the Hirer about an Agency Worker to any third party following an Introduction.

21 GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

**Schedule 1
TRANSFER FEES**

- a) The Transfer Fee referred to in clause 7 shall be calculated as follows: 15% of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement less any Administration Fees (exclusive of VAT) paid by the Hirer to the Employment Business in the then current Assignment, provided that the Transfer Fee shall not be less than the Minimum Transfer Fee
- b) If the Hirer pays the Charges by direct debit, the Transfer Fee shall instead be 10% of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement less any Administration Fees (exclusive of VAT) paid by the Hirer to the Employment Business in the then current Assignment, provided that the Transfer Fee shall not be less than the Minimum Transfer Fee).
- c) The Period of Extended Hire, referred to in clause 7, before the Hirer Engages an Agency Worker shall be twenty term-time weeks. Any weeks during the Period of Extended Hire that the Agency Worker does not work on assignment with the Hirer, including school holidays, shall be disregarded in the calculation of the twenty week Period of Extended Hire.