

BOOKING FORM

COMPANY NAME:	
REGISTRATION NUMBER: LTD □	
(SELECT CRITERIA) NEW CUSTOMER □ NEW BOOKING □	
INVOICE ADDRESS:	
POST CODE:	
TELEPHONE NUMBER:	FAX NUMBER:
BOOKING CONTACT:	POSITION IN COMPANY:
DIRECT DIAL/MOBILE No:	Name: Tel No:
Who is authorised to agree payment terms:	Name: Tel No:
BOOKING DATE:	START DATE:
JOB TITLE:	No REQUIRED:
LENGTH OF JOB:	
Will deductions apply to the invoice is CITD	1
Will deductions apply to the invoice ie CITB levy/CIS Deductions	NO If CITB levy is applied - we will raise a monthly credit to cancel the CITB levy off the ledger. You will need to build this deduction into your rates.
icvy/ old Deddetions	Yes/No - If Yes, the computer system indicator in your front end package
Is a Purchase Order Number required	needs ticking to ensure that a PO number is always entered. If you do not have
Is a Purchase Order Number required a front end package, we will do this in our payroll system. SPECIAL INVOICE REQUIREMENTS? Do invoices need splitting by: Please circle	
Since the second	
Site location Department	Job Other
JOB LOCATION/ADDRESS (if different from Invoice address):	
SOB ECONTION/ADDICESS (If different from invoice address).	
POST CODE:	
JOB DESCRIPTION/ADDITIONAL INFORMATION:	
AGREED RATE: £	OVERTIME RATE2: £
OVERTIME RATE1: £	OVERTIME RATE3: £
NAME OF AGENCY: Highfield Search	
NAME OF CONSULTANT:	
"We /I confirm that all details above are correct and that all operatives will be provided in accordance with the	
terms and conditions of business which are set out overleaf" I confirm that no other terms form part of this	
contract.	
In signing below I confirm I am authorised to sign these Terms for and on behalf of the Hirer.	
Signed on Behalf of Highfield Search Ltd	Date
	Date
Signed on Behalf of Hirer	Date
-	
Name (In Capital Letters)	Position

1. DEFINITIONS

1.1 In these terms of business the following definitions apply:

Means the individual who is introduced by the Employment Business to provide services to the Hirer.

"Agency Worker" ins the Agency Workers Regulations 2010

workers Regulations" "Assignment" assignment services to be performed by the Agency Worker for the Hirer 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;
Means written confirmation of the assignment details agreed with the Hirer prior to commencement of the assignment; "Assianment

Details Form "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 Agency Workers Regulations:

means any period of seven days starting with the same day as the first day of the First Assignment; "Calondar

means the hourly charges of the Employment Business calculated in accordance with clause 6.1 and as may be varied from time to time in accordance with these Terms; means as defined in Schedule 1 to these Terms; "Charges"

"Comparable

"Conduct

Means the conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) Regulations

"Confidential means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to means any and at controlental commercial, triancial, marketing, technical or other information or data of whatever nature relating to the Hirror or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirror or the Employment Business or by a third party on behalf of the Hirror whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any periods of such information. Information* part(s) of such information:

part(s) of such information; 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; means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data; "Control

"Data Protection

Means Easypay Services Ltd who act as a Payroll and Financing Bureau on behalf of the employment business. All invoices raised on "Easypay" behalf of the Employment Business are formally assigned to Easypay. All payments relating to invoices raised under this agreement are to be paid directly to Easypay.

"Employment Business" means Highfield Search Ltd reg:9712432 of 2 Grove Lea Walk, Pontefract, WF8 2RL ("the Employment Business").

means the Engagement, employment or use of the Agency Worker by the Hirer or any third party on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement or any other Engagement or through any other employment business: or through a corporate body of which the Agency Worker is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

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, that 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 Assignment are the relevant Qualifying the commenced in the second of the second of time during which the Assignment are the relevant Qualifying the second of the sec

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);

work temporarily for and under the supervision and direction of the relevant Hirer); means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced:
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; means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Agency Worker; or (ii) the Hirer's instruction to the Employment Business to supply a Agency Worker and "Introduces" and "Introduces" and "Introduces" and "Introduces" shall be construed accordingly. "Introduction

**Relevant | Supply a Agency Worker; and "Introduces" and Introduced shall be construed accordingly |
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**Relevant | Supply a Agency Worker; and "Introduces" and Introduced shall be and reasonable legal (sees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands:

**Relevant | Supply a Agency Worker; and an analysis |
**Relevant | Supply a Agency Worker; and a surface |
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**Relevant | Supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business provided that no account shall be taken of any supply that cocurred prior to a period more than 42 days during which the Agency Worker did not work for the Hirer having been supplied by the Employment Business; and conditions relating to:

'Relevant 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 Terms and Conditions

a pay, b) the duration of working time; c), night work; d) rest periods; e) rest breaks; and t) 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: "Frictudes 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, means as defined in Schedule 1 to these Terms; "Remuneration

"Temporary

"Hirer"

"Temporary means as defined in Schedule 1 to these ratios, Work Agency"
Terms" means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;
Transfer Fee' Means the fee payable in accordance with dause 8 and Regulation 10 of the conduct Regulations.

"Vulnerable means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and

"Working Time means the Working Time Regulations 1998.

Devalations"

- Regulations'
 1.2 Unless the content otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice
- versa.

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

 14 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, renacted, 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.
- THE CONTRACT
- THE CONTRACT
 These Terms constitute the contract 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.
 These terms contain the entire agreement between the parties and unless of the writing by a direct partner/propriet or of the Employment Business, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.
 Subject to clause 6.2, no variation or alter attino to these Terms shall be valid unless the details of such variation agreed between a director/partner/proprietor 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 staining the date on or after which such varied terms shall apply.
 The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing Agency Workers for Assignments with the Hirer.
 HIRER OBLIGATIONS
- HIRER OBLIGATIONS
- Initiobility Agency Workers for Assignments with the Fire?

 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; the type of work that the Agency Worker would be required to do; the location and hours of work: 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; Any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks; the date the Hirer requires the Agency Worker to commence the Assignment, the duration or likely duration of the Assignment.

 3.2 The Hirer will assist the Employment Business in complying with the Employment Business or will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Hirer requires the services of a Agency Worker or 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.

 3.3 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 collective facilities and amenities) and 13 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (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 Agency Workers Regulations.

 3.4 To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, 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

 - i request: to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant 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; if, since 1 October 2011, 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, 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; 342

- to inform the Employment Business if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the 343 relevant Assignment and/or during the relevant Assignment: completed two or more assignments with the Hirer;
- 3.4.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group:
- 3.4.3.3 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
- worked in more trian two roles during an assignment with the Hier and on at least two occasions worked in a role mat was not the same role as the previous role:

 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 the basic working and employment conditions the Agency Worker would be
 entitled to for doing the same job if the Agency Worker had been recruited directly by the Hiera 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;
 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;
 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;
 written explanation of the basis on which the Hirer considers that the relevant Individual is a Comparable Employee;
 and 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
 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.

- 3.5 In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Here will, integrate the Agency Worker into its relevant performance appraisal system: assess the Agency Worker into its relevant performance appraisal system: assess the Agency Worker performance; provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without imitation written details of the outcome of any appraisal and the amount of any borus awarded: and 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 approach to the borus.
- assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any borus.

 3.6 The Hire will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.

 3.7 The Hirer warrants that: all information and documentation supplied to the Employment Business in accordance with clauses 3.4, 3.5 and 3.6 is complete, accurate and up-to-date: and 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 3.4, 3.5 and 3.6. Without precision to clauses 1.5, 7 and 15.8, the Hirer shall inform the Employment Business in writing of any or or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; and written request for information relation to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker Regulations:
- Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; and 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 confirmation 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 Agency Workers Regulations and the Hirer will provide the Employment Business with a copy of any such written statement.
- 3.9 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

- 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.

 INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER.
 When Introducing an Agency Worker to the Hirer the Employment Business shall inform the Hirer of the identity of the Agency Worker; that the Agency Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; that the Agency Worker is willing to work in the Assignment; that the Agency Worker is willing to work in the Assignment; and the charges.

 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 (excluding Saturday, Sunday or any public or bank holiday) following, save where the Agency Worker is introduced for an Assignment in the same position as one in which the Agency Worker has reviewoisly been supplied within the previous five business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.
- TIMESHEETS
- TIMESHEETS
 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Hirer shall sign the Employment Business' timesheet verifying the number of hours worked by the Agency Worker during that week. Signature of the timesheet by the Hirer is confirmation of the number of hours worked. If the Hirer is unable to sign a timesheet produced for authentication by The Agency Worker because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and is a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Agency Worker. Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the charges in respect of the hours worked.
- have transfers in respect or the round's worker. The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event of the Hirer is dissatisfied with the Agency Worker the provisions of clause 11.1 below shall apply. CHARGES
- 6. CHARGES
 6.1 The Hirer agrees to pay the charges as notified to and agreed with the Hirer. The charges are calculated according to the number of hours worked by the Agency Worker (to the nearest quarter hour) and comprise the following: the Agency Worker's hourly rate of pay; an amount equal to any paid holiday leave to which the Agency Worker is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of an Assignment: any other amounts to which the Agency worker is entitled under the Agency Workers Regulations, where applicable: Employer's National Insurance contributions; any travel, hotel or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable; and the Employment Business' commission which is calculated as a percentage of the Agency Worker's hourly rate. If overtime has not previously been agreed, standard rates are time and a half Saturday, double times Sundays and bank holidays.
 6.2 The Employment Business reserves the right to vary the charges agreed with the Hirer, by giving written notice to the Hirer, in order to comply with any additional fability imposed by statule or other legal requirement or entitlement, including but not limited to the Agency workers Regulations; and/or if there is any variation in the Relevant Terms and Conditions.
 6.3 The Charges are invoiced to the Hirer on a weekly basis and are payable within 7 days.

- 6.4 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 3.5 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 and the Employment Business' commission on the bonus (calculated using the same percentage rate as that used under clause 6.1.6) in addition to any bonus payable to the Agency Worker. Agency Worker
- Agency Worker.
 6.5 VAT is payable at the applicable rate on the entirety of these charges and all sums payable under clause 6.4.
 6.6 The Employment Business reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 2% per month above the bank of England base rate from the due date until the date of payment.
 6.7 No refunds are payable in respect of the charges of the Employment Business.
 6.8 The Hirer's obligations under this clause 6 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other
- similar rights.
- 6.9 Any worker booked and reporting for work and not being required will be charged at the minimum of 4 hours.
- ASSIGNMENT

- 7. ASSIGNMENT 1. Any invoiced amounts are assigned to and must be paid to our factors Easypay services Ltd, Victoria House, Bradford Road, Guiseley, West Yorkshire, LS20 8NH, whose Vat Reg No. is 856 382 495. They alone can give a discharge therefore.
 8. PAYMENT OF THE ACENCY WORKER
 8.1 The Employment Business assumes responsibility 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.
- TRANSFER FEES

- and Pensions) Act 2003.

 9. TRANSER FEES

 9.1 The Hirer shall be lable 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 induction results in an Engagement of the Agency Worker by the third party other than via the Employment Business and, where the Agency Worker has been supplied by the Employment Business, such Engagement takes place utiling the Assignment or within the Relevant Period: or where the Agency Worker has not been supplied, such Engagement takes place utiling the Assignment or within the Relevant Period: or where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hiller.

 The Transfer Fee will be calculated in accordance with Schedule 2.

 9.2 If the Hirer wishes to Engage the Agency Worker or the the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in Schedule 2.

 9.3 During such Period of Extended Hire the Employment Business shall supply the Agency Worker or the same terms which shale has or would be supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business is unable to supply the Agency Worker or 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 dies 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 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 falls to give notice of its intention to Engage the Agency Worker other than via the Employment Business shere such Engagement commences, the parties age ent that Transfer Fee shall be due to full.

 9.4 Where prior to the commencement of
- Fee.

 Fee.

 95 No refund of the Transfer Fee will be paid 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 9.4.

 96 VAT is payable in addition to any Transfer Fee due.

 10. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

- 10. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS
 10.1Where: 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: in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will take all treasonably practicable steps to obtain and offer to provide copies to the Hirer of 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 this information in any event.
 10.2 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

- activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable.

- Scotland) Act 2007 as applicable.

 10.3The 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 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable and to allow the Employment Business to select a suitable Agency Worker for the Assignment.

 10.4In 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 Independent Safeguarding Authority for the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

 11. UNSUITABILITY OF THE AGENCY WORKER

 11.1The 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 reasonable considers have severed the Agency Worker are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Agency Worker. The Employment Business snay, 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 for the Magnery worker the Agency worker. 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 set deth Agency Worker to leave the Assignment or the Assignment torine Assignment there the Assignment to fire Assignment there the Assignment is for more than 7 hours; or 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 4 hours of the termination of the Assignment.

 11.2 The Employment Business shall notify the Hirer immediately 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.

 11.3 The Hirer shall notify the Employment Business immediately and without delay and in any event within 4 hours if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

 12. TERMINATION OF THE ASSIGNMENT

 12. 1Any 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 6 above).

- 13. CONFIDENTIALITY AND DATA PROTECTION
- 13. CUMPILEN LIALITY AND DATA PROTECTION
 3.1.All information relating to an Agency Worker is confidential and subject to the 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 nor divulged to any third party, other than Easypay, and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. at all times
- 13.2The 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 Agency Workers Regulations (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).
- 13.3 Information relating to the Employment Business' 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.
- 14. INTELLECTUAL PROPERTY RIGHTS
 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.

15.1 Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, 15.1 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 defails as provided by the Hier, no lability 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 or if the Agency Worker or the avoidance of doubt, the Employment Business of eason textucking the formation of the Agency Worker stapplied by the Employment Business pusuant to these Terms are engaged under contracts for services. They are not the employees of the Employment Business bustant to these Terms are engaged under contracts for services. They are not the employees of the Employment Business bustant to these Terms are engaged under contracts for services. They are not take up duties and for the duration of the Assignment. The Hirer sprees to be responsible for all acts, errors or omissions of the Agency Worker was on the payorl of the Hirer. 15.3 The Hirer shall advise the Employment Business or 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 and about any requirements imposed by a professional body, which must be satisfied if the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker and about any requirements in the formation of the formation of the Hirer is ordinarily subject in respect of the Hirer's own stalf (excluding the matters specifically mentioned in clause 8 above), including in particular the provision of adequate Employers and Public Liability Insurance cover

- matters specifically mentioned in clause 8 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments
- 15.5The 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

- 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.

 15.6 The Hirer shall indermify 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.

 15.7 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.

 15.8 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
- 16. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class repeal do so to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

17. SEVERABILITY

SEVERMILLI IT 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

18. 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

SCHEDULE 1: "COMPARABLE EMPLOYEE", "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

- "Comparable Employee" means as defined in Regulation 5(4) of the Agency Workers Regulations being an employee of the Hirer who:
 (a) works for and under the supervision of the Hirer and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skill; and
 (b) works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working the break is:
- for any reason and not more than six Calendar Weeks:

for any reason and not more than six Calendar Weeks:

(ii) for any reason and not more than six Calendar Weeks:

(iii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less: paragraph (iii) does not apply, and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required:

(iii) related to pregnancy. Childbirth or maternity and is a 1 time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy); or, if earlier, when the Agency Worker returns to work:

(iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:

1. ordinary, compulsary or additional adoption leave:

1. ordinary or additional paternity leave:

1. ordinary or additional adoption leave:

1. ordinary or additio of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of

remote a youth subject, means as demote in recipioant of the supervision and direction of hiers.

Supplying individuals to work temporarily for and under the supervision and direction of hiers.

(b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hiers.

Notwithstanding payagaph (b) of this definition a person is not a Temporary Work Apency if the persons is not a Temporary Work Apency if the persons is not a Temporary Work Apency if the persons is not a Temporary Work Apency if the persons is not a Temporary Work Apency if the person is not a Temporary Work Apency if the p

SCHEDULE 2: TRANSFER FEES

- (a) The Transfer Fee referred to in clause 9 shall be agreed in writing between the Employment Business and the Hirer. In the event that the parties do not agree the amount of the Transfer Fee then the Employment Business shall be entitled to charge a fee calculated as follows: 15 % of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the Charges multiplied by 300.
 - (b) The Period of Extended Hire, referred to in clause 9, before the Hirer Engages an Agency Worker, shall be agreed in writing between the Employment Business and the Hirer. In the event that the parties do not agree the length of the Period of Extended Hire then the period shall be 12 weeks.