



TERMS OF BUSINESS – INTRODUCTION & SUPPLY OF TEMPORARY RESOURCES

1. Definitions & Interpretation

1.1 In these Terms of Business (**Terms**), the following definitions apply:

Agency Worker means an agency worker within the meaning of the AWR who may be (i) engaged directly by Company under a contract for services or (ii) employed by an Intermediary under a contract of service;

Assignment means the temporary role or project which the Temporary Resource undertakes for Client;

Assignment Schedule means the document confirming details of the Assignment which is issued to Client by Company;

AWR means the Agency Workers Regulations 2010;

Charges means the charges made by Company for the supply of the Temporary Resource;

Client means the person, firm, partnership, organisation, public body, business, or company to which the Recruitment Services are provided by Company;

Company means Vaquita Talent Ltd (Registered in England & Wales No. 14972709 of 29 Carlton Crescent, Southampton, Hampshire SO15 2EW

Conduct Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

Connected Party means (i) any holding, subsidiary, associated or connected company of Client (ii) any entity within the same purchasing or corporate (or similar) group as Client or (iii) any other third party which is demonstrably connected with Client through common ownership, directorship or control;

Consultancy means a limited company or limited liability partnership engaged by Company under a contract for services and supplied to Client to perform the Services;

Data means personal data and special/sensitive personal data within the meaning of the Data Protection Legislation;

Data Protection Legislation means (i) the Data Protection Act 2018, the UK version of the General Data Protection Regulation and any other primary and secondary legislation relating to data privacy as amended or updated from time to time;

Employee means a director or employee of Company who has been materially involved in the provision of Recruitment Services under these Terms;

Engagement means the engagement, employment, hire or use of the Temporary Resource pursuant to any arrangement or on any basis whatsoever, whether directly or through any party other than Company. Engage, Engages and Engaged shall be interpreted accordingly;

Exempt Client means (i) a company, undertaking or person which qualifies as small under sections 60A to 60F of ITEPA or (ii) a company to which the Off Payroll Rules do not otherwise apply for any reason;

Extended Hire Period means an extension of the Assignment for 26 weeks following expiry of Client's notice under clause 12.5;

Intermediary means a third-party company which is engaged by Company to supply an Agency Worker or Subcontractor to perform the Services;

Introduction has the meaning in clause 3.2. Introduce, Introduces, and Introduced should all be interpreted accordingly;

IPR means all copyright, trademarks, database rights, design rights, patents, and other intellectual property of any type existing anywhere in the world, whether capable of registration or not, together with any registration rights in the same where applicable;

ITEPA means the Income Tax (Earnings and Pensions) Act 2003;

Off Payroll Rules means Chapter 10 of Part 2 of ITEPA;

Opted Out means opted out of the Conduct Regulations pursuant to Regulation 32(9);

Payment Terms means 7 days from the date of Company's invoice;

Recruitment Services means the Introduction and supply of Temporary Resources to Client by Company;

Relevant Period means the later of (i) the period of 8 weeks commencing on the day after the Temporary Resource last worked for Client during an Assignment or (ii) the period of 14 weeks commencing on the first day on which the Temporary Resource worked for Client during an Assignment but, in determining the first day on which the Temporary Resource worked for Client, a prior Assignment shall be disregarded where more than 42 days have passed between Assignments;

Representative means the director, employee or subcontractor of a Consultancy who performs the Services on behalf of the Consultancy;

Restricted Period means the later of (i) six months from the end of the Assignment or (ii) six months from the most recent Introduction of the Temporary Resource to Client;

SDC means supervision, direction, or control (or the right thereof) as to the manner in which the Services are carried out;

Services means the work to be carried out by the Temporary Resource during the Assignment;

Status Determination means a written assessment, in a format acceptable to Company, as to whether the Assignment falls inside or outside of IR35 pursuant to the Off Payroll Rules;

Subcontractor means a self-employed person, engaged by Company through an Intermediary;

Substitute means an alternative Representative, appointed by the Consultancy to perform the Services in the place of the original Representative;

Temporary Resource means the person, firm or limited company Introduced to Client by Company to perform an Assignment and, save where otherwise indicated, includes a Consultancy, Representative, Subcontractor and Agency Worker;

Transfer Fee means the fee payable by Client upon the Engagement of a Temporary Resource; and is set out in Schedule 1;

WTR means the Working Time Regulations 1998.

- 1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the other genders.
- 1.3 Any reference to a person includes both a legal person and a natural person.
- 1.4 A reference to a party means either Company or Client and a reference to the parties means both Company and Client.
- 1.5 Any phrase introduced by the words including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those words.
- 1.6 Any reference to legislation includes any amendment or re-enactment of such legislation from time to time and any secondary legislation which may be made under such legislation.
- 1.7 The headings in these Terms are for convenience only and do not affect the interpretation of any clause.

2 The Terms

- 2.1 These Terms, together with the Assignment Schedule, comprise the entire agreement between the parties for the supply of a Temporary Resource to Client to the exclusion of any alternative terms which are proposed or issued by Client unless otherwise agreed in writing by a director of Company. In the event of any conflict or inconsistency between the documents, the Assignment Schedule shall take priority.
- 2.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of Company and Client, are set out in writing and a copy of the varied Terms is given to Client stating the date on or after which such varied Terms shall apply.
- 2.3 These Terms shall be deemed to have been accepted by Client upon signing them or otherwise expressly indicating their acceptance in writing, instructing Company to supply a Temporary Resource or Engaging the Temporary Resource, whichever occurs first following receipt of the Terms.
- 2.4 These Terms shall apply to any Introduction which is made by Company on the basis that the Temporary Resource shall be supplied to Client on a temporary basis. If, at the time the Temporary Resource is Introduced, Client has not confirmed whether they intend to engage a Temporary Resource (i) directly on a permanent/fixed term basis or (ii) indirectly through Company as a Temporary Resource, Company's permanent terms of business shall take priority over these Terms and the Temporary Resource shall be deemed to be a Candidate under those Terms.
- 2.5 For the purposes of the Conduct Regulations, Company shall act as an employment business when providing Recruitment Services under these Terms.

3 Introductions

- 3.1 Company shall provide Recruitment Services to Client and use reasonable endeavours to Introduce Temporary Resources from time to time who (i) meet the criteria specified by Client pursuant to clause 4.1 where applicable or (ii) Company believes may otherwise be of interest or relevance to Client.
- 3.2 An Introduction shall take place upon any of the following occurring (i) Company providing a CV or other information to Client which expressly or impliedly identifies a Temporary Resource (ii) Company arranging an interview or meeting between Client and a Temporary Resource whether face to face, by telephone, by web conference or by any other means or (iii) Company agreeing to supply a Temporary Resource to Client.

4 Provision of Information

- 4.1 Upon asking Company to Introduce a Temporary Resource, Client must inform Company of:
 - 4.1.1 the information relating to an Assignment specified in Regulation 18 of the Conduct Regulations;
 - 4.1.2 whether the Temporary Resource requires a DBS disclosure or any other check or security clearance to carry out the Assignment;
 - 4.1.3 whether the Assignment involves working with a vulnerable person within the meaning of the Conduct Regulations;
 - 4.1.4 any additional Health and Safety information which is relevant to the Assignment;
 - 4.1.5 any reason why it may be detrimental to the interests of the Temporary Resource to carry out the Assignment; and
 - 4.1.6 if applicable, whether Client has deemed the Assignment to be inside or outside of IR35 under the Off Payroll Rules.
- 4.2 Company may advertise the position which Client is seeking to fill in any print or digital format which Company may consider appropriate unless Client has notified Company in writing that it may not advertise such position or otherwise specifies the information about the position which may not be advertised.
- 4.3 Company shall issue an Assignment Schedule to Client on commencement of the Assignment or otherwise within three business days of its commencement. If Client considers any of the information within the Assignment Schedule to be incorrect, Client must notify Company in writing as soon as practicable and in any event within three business days of receipt.
- 4.4 Client must notify Company immediately if Client intends to Engage a Temporary Resource, extend an Assignment or otherwise vary an Assignment in any way.

5 Temporary Resource Checks

- 5.1 Where required to do so under the Conduct Regulations, Company shall:
 - 5.1.1 obtain confirmation of the Temporary Resource's identity and that the Temporary Resource has the has the experience, training, qualifications, and any authorisation which Client considers are necessary, or which are required by law or by any professional body,

for the Temporary Resource to work in the Assignment;

- 5.1.2 take all reasonably practicable steps to ensure that the Temporary Resource and Client are each aware of any requirements imposed by law, or by any professional body, which must be satisfied by Client or the Temporary Resource to enable the Temporary Resource to perform the Assignment;
 - 5.1.3 make all such enquiries as are reasonably practicable to ensure that it would not be detrimental to the interests of the Temporary Resource or Client for the Temporary Resource to perform the Assignment; and
 - 5.1.4 confirm that the Temporary Resource is willing to carry out the Assignment.
- 5.2 Where required to do so under the Conduct Regulations due to the specific nature of the Assignment, Company shall also take all reasonably practicable steps to:
- 5.2.1 obtain copies of any relevant qualifications or authorisations of the Temporary Resource and offer to provide copies of those documents to Client;
 - 5.2.2 obtain two references from persons who are not relatives of the Temporary Resource and who have agreed that the references may be disclosed to Client; and
 - 5.2.3 confirm that the Temporary Resource is suitable for the position concerned.
- 5.3 Client must notify Company if it requires Company to carry out any checks relating to the Temporary Resource in addition to those set out in clauses 5.1 and 5.2.

6 Client Obligations

- 6.1 Client shall:
- 6.1.1 provide a safe working environment and appropriate welfare facilities for the Temporary Resource;
 - 6.1.2 if requested by Company, provide a copy of any health and safety risk assessments affecting the Temporary Resource;
 - 6.1.3 comply with all statutory provisions, by-laws, codes of practice and other legal obligations in respect of the Temporary Resource's health and safety whilst carrying out an Assignment;
 - 6.1.4 maintain records of any accident or injury affecting the Temporary Resource and provide copies of such records to Company upon demand;
 - 6.1.5 be responsible for recording and submitting any necessary report under RIDDOR which relates to the Temporary Resource;
 - 6.1.6 ensure that the Temporary Resource is insured under Client's own insurance policies or, in the case of a Consultancy or Subcontractor, under insurance policies which are acceptable to Client; and
 - 6.1.7 indemnify Company for any claim, losses or costs arising out of or in connection with the death or personal injury of the Temporary Resource in the course of or as a result of an Assignment, save where it has arisen from any act or omission of Company.
- 6.2 Client will comply and will assist Company with complying with the latest Government advice on Coronavirus (Covid-19) including, without limitation, all relevant guidance from Public Health England (PHE). In particular, Client must:
- 6.2.1 ensure that its construction site operations during the Coronavirus (Covid-19) pandemic protect the workforce and minimise the risk of spread of infection;
 - 6.2.2 notify Company of the measures taken to minimise the risk of Covid-19 transmission in the workplace; and
 - 6.2.3 provide a copy of any risk assessment which it has carried out in respect of Covid-19.
- 6.3 Client must not and must ensure that its employees, subcontractors, and representatives do not unlawfully discriminate against, harass, or victimise any Temporary Resource.
- 6.4 Client must not request the supply of a Temporary Resource to perform the duties normally performed by (i) a worker who is taking part in official industrial action or (ii) a worker who has been transferred by Client to perform the duties of a person taking part in official industrial action.

7 Additional Obligations Relating to Agency Workers

- 7.1 Client shall be responsible for the supervision, direction, and control of an Agency Worker throughout their Assignment.
- 7.2 Client shall not require an Agency Worker to provide Services for more than 48 hours per week on average unless Company has confirmed that the Agency Worker has opted out of the 48-hour working week under the Working Time Regulations 1998.
- 7.3 Client must comply with the AWR and assist Company in complying with the AWR by:
- 7.3.1 notifying Company without delay if the Agency Worker has been supplied to Client by any other employment business in the six-month period prior to commencement of the Assignment;
 - 7.3.2 providing the Agency Worker with access to collective facilities and amenities and information about permanent employment opportunities with Client;
 - 7.3.3 providing written details of the relevant terms and conditions which apply to any actual or hypothetical comparator together with any amendments to such terms and conditions where appropriate;
 - 7.3.4 co-operating with Company in responding to or assisting Company with responding to any question or complaint made under the AWR in a timely manner;
 - 7.3.5 permitting a pregnant Agency Worker to attend ante-natal appointments, with pay, during working time after the 12-week qualifying period;
 - 7.3.6 carrying out a risk assessment in respect of any pregnant Agency Worker and making such adjustments to the Assignment as are necessary to protect the Agency Worker's health and wellbeing or, where necessary, identifying a suitable alternative Assignment within Client's organisation for the Agency Worker to perform; and
 - 7.3.7 agreeing to a proportional increase in the Charges where necessary to ensure that the Agency Worker receives equal treatment in respect of all relevant terms and conditions after the 12-week qualifying period.
- 7.4 If Client is dissatisfied with any Services performed by an Agency Worker, Client may not refuse to approve the Agency Worker's

timesheet but Client may be entitled to terminate the Assignment in accordance with clause 17.

- 7.5 Company shall be responsible for making all payments to the Agency Worker and shall ensure that (i) such payments comply with the National Minimum Wage or National Living Wage as applicable and (ii) income tax and National Insurance Contributions are deducted as required by law.

8 Additional Obligations Relating to Consultancies

- 8.1 Where Company proposes the supply of a Consultancy for an Assignment, Client must notify Company without delay if Client is an Exempt Client and therefore not required to provide a Status Determination under the Off Payroll Rules.
- 8.2 Unless Client is an Exempt Client, Client must:
- 8.2.1 provide a Status Determination to Company prior to commencement of the Assignment or as soon as possible thereafter;
 - 8.2.2 ensure that any Status Determination provided to Company is accurate;
 - 8.2.3 provide all such information as Company may reasonably require, without delay, to justify or support the Status Determination; and
 - 8.2.4 co-operate in a timely manner with any query or appeal which Company and/or the Consultancy raises in respect of the Status Determination.
- 8.3 Where Client provides a Status Determination stating that the Assignment is inside of IR35, Company may (i) immediately terminate any Assignment which has already commenced (ii) engage the relevant Temporary Resource on a different basis or (iii) use reasonable endeavours to supply an alternative Temporary Resource who is not a Consultancy.
- 8.4 Where Client becomes or ceases to be an Exempt Client during the course of an Assignment, Client must notify Company in writing and without delay.
- 8.5 Client shall indemnify and keep indemnified Company against any liability for PAYE income tax or National Insurance contributions (including any interest and penalties) suffered or incurred by Company in relation to any Consultancy where Client (i) provides an inaccurate Status Determination (ii) fails to provide a Status Determination where required to do so by law or (iii) otherwise fails to comply with this clause 8.
- 8.6 Subject to clause 8.8, where Company supplies a Consultancy for an Assignment, Client acknowledges and agrees that:
- 8.6.1 the Consultancy may appoint a Substitute to perform the Services from time to time provided that such Substitute is suitably skilled, qualified, security cleared (where applicable) and experienced to perform the Services;
 - 8.6.2 Client must not attempt to move a Consultancy to a different task or project or otherwise materially vary the Assignment without first agreeing such move or variation with Company and the Consultancy;
 - 8.6.3 subject to Client's reasonable operational requirements and the specific nature of the Assignment, the Consultancy shall determine its own schedule when performing the Services and the location in which such Services are performed; and
 - 8.6.4 neither Client, Company nor any third party shall exercise any SDC over the Consultancy.
- 8.7 If Client is dissatisfied with any Services performed by the Consultancy, Client must notify Company without delay and may:
- 8.7.1 subject to clause 8.8, request that the Consultancy remedies any defect in the Services in its own time and at its own expense; or
 - 8.7.2 terminate the Assignment in accordance with clause 17.
- 8.8 Clauses 8.6 and 8.7.1 shall not apply where Client has provided a Status Determination stating that the Consultancy is operating inside of IR35 under the Off Payroll Rules.
- 8.9 Company shall use reasonable endeavours to ensure that the Consultancy complies with any request which is made by Client under clause 8.7.1, where applicable, but shall not be liable under any circumstances if the Consultancy refuses or fails to do so.

9 Additional Obligations Relating to Subcontractors

- 9.1 Where Company proposes the supply of a Subcontractor for an Assignment, Client must provide all such information as Company may request to confirm that such Subcontractor is not subject to SDC. Where Client would be unable to provide such confirmation, Client must notify Company without delay.
- 9.2 Client must not exercise or permit any third party to exercise SDC over any Subcontractor who is supplied for an Assignment. Nothing in this clause shall affect Client's obligations under clauses 6.1 or 6.2 or prevent Client from periodically checking that the Services have been performed to the required standard.
- 9.3 Without prejudice to clause 9.2, if the Subcontractor has been subject to SDC at any time during the Assignment, Client must notify Company without delay. In such event, Company may terminate the Assignment immediately and without liability.
- 9.4 Client shall indemnify and keep indemnified Company against any liability for PAYE income tax or National Insurance contributions (including any interest and penalties) suffered or incurred by Company in relation to any Subcontractor where Client fails to comply with this clause 9.
- 9.5 If Client, acting reasonably, is dissatisfied with any Services performed by a Subcontractor, Client:
- 9.5.1 may not refuse to approve the Subcontractor's timesheet unless (i) Company has confirmed in the Assignment Schedule that the Subcontractor has Opted Out and (ii) Client cooperates with Company in a fair and reasonable manner to agree the proportion of the Completed Hours which ought to be approved under the circumstances; and
 - 9.5.2 may be entitled to terminate the Assignment in accordance with clause 17.

10 Timesheets

- 10.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less), Client shall approve a timesheet in a format specified by Company verifying the times worked by the Temporary Resource during that week.
- 10.2 Client is responsible for ensuring that the times shown on the Temporary Resource's timesheet are correct and that only duly authorised employees approve the timesheet.
- 10.3 Client acknowledges that Company shall rely upon Client's approval of the timesheet as confirmation of the time worked by the Temporary Resource and Client must not retrospectively adjust the time which has been confirmed as having been worked by the

Temporary Resource or subsequently refuse to pay any Charges in relation to an approved timesheet.

11.4 Client may only refuse to approve the Temporary Resource's timesheet where:

11.4.1 Client disputes the time which the Temporary Resource claims to have worked. In this event, Client shall inform Company as soon as is reasonably practicable and shall co-operate with Company fully and in a timely manner to enable Company to establish the time, if any, which was worked by the Temporary Resource.

11.4.2 Client, acting reasonably, is dissatisfied with the Services and Company has confirmed in writing that the Temporary Resource has Opted Out. In this event, Client shall provide all such information as Company may require in a timely manner to justify Client's dissatisfaction with the Services.

11.5 If Client refuses or fails to approve the Temporary Resource's timesheet in breach of these Terms, Company may issue an invoice for the Charges based upon the hours which the Temporary Resource has claimed to have provided Services during in the relevant week.

11 Charges

11.1 Client shall be liable to pay the Charges for each Assignment as set out in the relevant Assignment Schedule.

11.2 Company shall issue an invoice to Client for the Charges each week and such invoice shall be payable by Client within the Payment Terms. VAT shall be charged at the standard rate on all Company invoices.

11.3 If an invoice is not paid within the Payment Terms, Company may:

11.3.1 terminate the supply of Temporary Resources to Client without notice;

11.3.2 charge interest at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of payment together with statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998; and

11.3.3 refer the collection of such payment to a collection agent or legal representatives and, in such circumstances, Client shall be liable for all costs, fees (including legal fees), charges and disbursements incurred by Company in recovering payment from Client.

11.4 Company may vary the Charges, by giving written notice to Client, to reflect any additional cost in supplying the Temporary Resource as a result of the AWR (where applicable) or any change in legislation.

11.5 Company shall not give any refund or rebate in respect of the Charges and Client shall pay the Charges without deduction or set off.

12 Transfer Fees & Extended Hire Period

12.1 An Introduction by Company shall be deemed to be the effective cause of any Engagement within the Relevant Period or Restricted Period as applicable, unless all four of the following conditions apply:

12.1.1 within the 6-month period prior to the Introduction, Client had been in active discussions with the Temporary Resource, directly or through another employment business, with a view to Engaging the Temporary Resource;

12.1.2 Client provides reasonable evidence of such prior active discussions within five working days of Company initially Introducing the Temporary Resource;

12.1.3 Client has not arranged a meeting or interview with the Temporary Resource through Company or otherwise used Company to facilitate the Engagement of the Temporary Resource in any way; and

12.1.4 Company has not supplied the Temporary Resource to Client since the Introduction.

12.2 Subject to clause 12.5, where Company is the effective cause under clause 12.1, Client shall be liable to pay a Transfer Fee to Company if Client or any Connected Party (i) Engages the Temporary Resource or (ii) introduces or supplies the Temporary Resource to a third party who Engages the Temporary Resource and:

12.2.1 where the Temporary Resource has not commenced an Assignment, such Engagement commences in the Restricted Period;

12.2.2 where the Temporary Resource has commenced an Assignment and has Opted Out, such Engagement commences in the Restricted Period; or

12.2.3 where the Temporary Resource has commenced an Assignment and has not Opted Out, such Engagement commences in the Relevant Period.

12.3 The Transfer Fee shall be calculated as per Schedule 1, if no information is forthcoming from the Client, then the Company will charge either the hourly or day rate at which the Temporary Resource was (or would reasonably have been) supplied to Client multiplied by either 485 or 65 respectively.

12.4 Company shall issue an invoice for the Transfer Fee on commencement of the Engagement or as soon as practicable thereafter and such invoice shall be payable within the Payment Terms. No refund of the Transfer Fee will be given by Company for any reason.

12.5 If the Temporary Resource has not Opted Out, Client may, as an alternative to paying the Transfer Fee, give one week's written notice (**Written Notice**) to Company to commence an Extended Hire Period commencing on the date on which the Written Notice expires.

12.6 During an Extended Hire Period, Company shall supply the Temporary Resource (i) on terms no less favourable than the terms which applied immediately before Company received the Written Notice or (ii) where Company has not previously supplied the Temporary Resource to Client, on such terms as Company may reasonably specify.

12.7 If Company is unable to supply the Temporary Resource for any part of an Extended Hire Period for a reason outside of Company's control (including, for the avoidance of doubt, where Company reasonably believes that Client will not pay the Charges in accordance with these Terms or where Company has received adverse credit information in relation to Client) or if Client does not wish to hire the Temporary Resource on the terms as set out in clause 12.6, Client shall pay the Transfer Fee, reduced in proportion to any part of the Extended Hire Period for which the Temporary Resource was supplied by Company following expiry of the Written Notice.

12.8 If Client or any Connected Party employs or engages (directly or indirectly) any Employee within 6 months of such individual leaving Company's employment, Client shall pay a fee to Company, which shall be a sum equivalent to 25% of the employee's gross annualised remuneration in the last year of the employee's service with Company. The fee shall be payable by Client within the Payment Terms and Client shall not be entitled to a refund if the employment or engagement terminates for any reason.

13 Liability

- 13.1 Company shall not be liable for (i) the acts, omissions, or dishonesty of any Temporary Resource (ii) any loss, theft or damage to any tools, equipment, vehicles, materials, or other property issued to or used by the Temporary Resource during the Assignment (iii) the performance or non-performance of the Services or (iv) the unavailability of any Temporary Resource.
- 13.2 In the event of any error or defect in Services which are performed by a Consultancy or Subcontractor and notified to Company without delay, Company shall request that the Consultancy or Subcontractor remedies such error or defect if required by Client. Company shall not however be liable if the Consultancy or Subcontractor refuses or fails to remedy such error or defect.
- 13.3 Company shall not be liable to Client for any indirect or consequential losses or for any loss of profit, anticipated saving, business, reputation, or goodwill howsoever arising.
- 13.4 Subject to clause 13.5, the aggregate liability of Company to Client in respect of any claim or series of claims arising out of or in connection with these Terms, and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to a sum equivalent to 15% of the Charges paid by Client in relation to the relevant Temporary Resource in the three-month period immediately prior to such claim arising or, if there was no supply of a Temporary Resource or if the claim does not relate directly to the supply of a Temporary Resource, the sum of £10,000.
- 13.5 Company does not limit or exclude liability for death or personal injury arising from its own negligence, for fraud or fraudulent misrepresentation or for any other liability which may not be limited or excluded by law.
- 13.6 All warranties, conditions and other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.
- 13.7 Any claim which Client may bring against Company pursuant to these Terms must be commenced within 12 months of the date on which Client becomes aware or should reasonably have become aware of such claim.
- 13.8 Client shall indemnify and keep indemnified Company against all losses, damages, costs, and expenses suffered or incurred by Company as a result of any third-party claim (actual or threatened) which Company receives to the extent that such claim has arisen from any breach of contract, negligence (or any other tortious act) or breach of statutory duty by Client.

14 Confidentiality & Data Protection

- 14.1 Company and Client understand that they shall each act as independent data controllers in respect of any Data which they share in relation to a Temporary Resource. Each party shall (i) control and process the Data in accordance with the Data Protection Legislation (ii) place the Temporary Resource on notice of their data processing activities through notices which comply with the Data Protection Legislation and Company shall give reasonable assistance to Client in this regard if requested to do so (iii) take appropriate technical and organisational measures to safeguard the security of Data under their control (iv) co-operate with the other party in respect of any regulatory enquiry or investigation relating to the Data and (v) co-operate with the other party where any Temporary Resource seeks to exercise their statutory rights respect of the Data.
- 14.2 Client shall treat all information relating to a Temporary Resource which is provided by Company with the utmost confidentiality and, in particular, must (i) not use such information for any other purpose without the prior consent of Company and the Temporary Resource and (ii) ensure that its employees, contractors, representatives and agents are all bound by written confidentiality obligations in respect of such information.
- 14.3 Save to the extent that Company is required to disclose such information to the Temporary Resource, Company shall keep confidential any information provided by Client in relation to the AWR and not use it for any other purpose.

15 Anti-Corruption

The parties warrant that they shall (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and (ii) promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with these Terms.

16 Intellectual Property Rights

- 16.1 Unless otherwise set out in the Assignment Schedule, the parties intend that any IPR deriving from the Assignment shall belong to Client or such third party as Client may specify.
- 16.2 Where applicable, Company shall use reasonable endeavours to ensure that the Temporary Resource executes such documents and takes such steps as Client reasonably specifies to (i) formally transfer the IPR to Client and/or (ii) waive any moral rights in the IPR.

17 Termination

- 17.1 Subject to clauses 17.2 and 17.3, either party may terminate an Assignment at any time by giving the notice specified in the Assignment Schedule or, if no period of notice is specified, at any time without notice.
- 17.2 Irrespective of any notice period specified in the Assignment Schedule, either party may terminate an Assignment without notice if the other party has committed a serious or persistent breach of its obligations under these Terms, if the other party undergoes a change of control or becomes insolvent.
- 17.3 Company may terminate an Assignment without notice if it becomes aware of any reason why the Temporary Resource is unsuitable to carry out the Assignment or if it considers it to be detrimental to the interests of Client or the Temporary Resource for the Assignment to continue.
- 17.4 Company shall use reasonable endeavours to ensure that the Temporary Worker gives the agreed notice, if any, for terminating the Assignment, but shall not be liable if the Temporary Resource refuses or fails to do so.
- 17.5 Either party may terminate the provision of Recruitment Services by Company at any time by notifying the other party in writing. Any Assignment then in progress shall continue until terminated in accordance with these Terms.
- 17.6 Any provision of these Terms that expressly or by implication is intended to continue in force on or after termination of the Assignment or the Recruitment Services shall remain in full force and effect including, without limitation, the validity of any Introduction which was made by Company prior to such termination and Company's right to charge a Transfer Fee upon the Engagement of a Temporary Resource.

18 General Provisions

- 18.1 Client shall not assign any of its rights or obligations under these Terms without the written consent of Company.
- 18.2 Company may assign any monies owing from Client to a third party including, without limitation, a recruitment finance or factoring company and, if relevant, the right to receive payment under these Terms and any associated rights may be directly enforced by such third party and their assigns.
- 18.3 Subject to clause **Error! Reference source not found.**, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 18.4 If any part of these Terms is determined by a competent authority to be unenforceable to any extent, such part shall, to that extent, be severed from these Terms, which shall continue to be valid to the fullest extent permitted by law.
- 18.5 No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 18.6 Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of their obligations under these Terms if such delay or failure result from events, circumstances or causes beyond their reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 18.7 These Terms shall be interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising in relation to the construction, interpretation, or performance of these Terms.

19 Signatories

Signed for and on behalf of the Client:

Print Name:

Client Name:

I confirm I am authorised to sign this Agreement for and on behalf of the Client.

Date:

Transfer Fees – Schedule 1

Remuneration	Introduction Fee
£0 - £24,999	17.5%
£25,000 - £49,999	20%
£50,000 - £89,999	22.5%
£90,000 - £119,999	25%
£120,000 - £149,999	30%
£150,000+	35%