

EMPLOYMENT AGENCY TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of employment agency Services by the Agency to the Client.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise) then these terms shall prevail unless expressly otherwise agreed by a director of the Agency in writing.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agency”	means Innotech Partners Limited a company registered in England and Wales under number 12587274 whose registered office is at First Floor, Braebourne House, Woodlands, Bradley Stoke, Bristol, England, BS32 4JT;
“Candidate”	means any person introduced by the Agency to the Client for an Engagement;
“Client”	means any person, firm or company including any associates or subsidiaries (as defined by the Companies Act 2006) to whom a Candidate is introduced;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
“Confidential Information”	means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential;
“Data Controller”	means a “controller” as defined within the Data Protection Legislation;
“Data Protection Legislation”	means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation: (i) the Data Protection Act 2018 (ii) the General Data Protection Regulation (EU) 2016/679; and (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Data Subject”	means as set out in, and will be interpreted in accordance with, the Data Protection Legislation;
“Engagement”	means any employment, engagement or use by a Client of a Candidate whether part or full time, with or without a contract, directly or via an intermediary;
“Fee Card”	means the table of Introduction Fees provided in the Schedule to these Terms and Conditions;
“Introduction”	an introduction will be deemed to have taken place where the Agency has provided a Client with any information concerning a Candidate, or where a Client interviews a Candidate following an instruction from a Client to locate a Candidate;
“Introduction Period”	means the 12 months immediately following an Introduction;
“Introduction Fee”	means the fee payable by the Client to the Agency in accordance with these Terms and Conditions, on the introduction of a Candidate to a Client which results in the Engagement of a Candidate;
“Minimum Fee”	means £2,500.00 (excluding VAT) or such other value as may be agreed in writing by a director of the Agency;
“Party” or “Parties”	means either or both of the Agency and the Client, as the context may require;
“Personal Data”	means as set out in, and will be interpreted in accordance with, the Data Protection Legislation;
“Personal Data Breach”	means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms and Conditions or which otherwise relates to any Candidate;
“Process”	means as set out in, and will be interpreted in accordance with, the Data Protection Legislation and “Processed” and “Processing” will be construed accordingly;
“Remuneration”	means any salary, fees, bonuses, commission, allowances, or any other financial benefit payable to, or received by a Candidate for services to a Client; and
“Retained Assignment”	means an exclusive engagement of the Agency by the Client to source and Introduce Candidates for a specific vacancy;

“Services”	means the employment agency services provided by the Agency to the Client as set out in these Terms and Conditions;
“Shortlist”	means the Introduction of a minimum of three (3) Candidates that are, in the reasonable opinion of the Agency, suitable for Engagement by the Client.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. The Contract

- 2.1 Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict with any other Terms and Conditions these terms shall prevail unless agreed otherwise in writing by a director of the Agency.
- 2.2 No modification or change to these Terms and Conditions will be valid unless the details of any such changes are in writing, signed on behalf of the Agency and the Client, and state the date on or after which such new terms will apply.
- 2.3 In the event that any part(s) of these Terms and Conditions is declared to be invalid, unlawful, void or unenforceable then such terms or parts shall be severed and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent of the law.
- 2.4 The Engagement or interviewing of a Candidate, by or on behalf of the Client, or the commencement of work or provision of services by a Candidate for the Client shall be deemed acceptance of these Terms and Conditions.
- 2.5 These Terms and Conditions supersede all previous terms of business

between the Agency and the Client.

- 2.6 When providing the Services, the Agency is acting in its capacity as an employment agency within the meaning of the Employment Agencies Act 1973 and the Conduct Regulations.

3. **Vacancies and Advertisements**

- 3.1 The Agency shall have the right to decline, cancel or otherwise remove any vacancy advertisement provided by the Client to the Agency at any time, for any reason and without giving prior notice to the Client.
- 3.2 If any vacancy advertisement appears to demonstrate that the Client intends to discriminate on the grounds of gender, sexual orientation, race, religion or age, it will be declined unless the vacancy is exempted from the provisions of the Equality Act 2010. In the case of any applicable exemptions, the vacancy advertisement must be accompanied by a written statement explaining those exemptions and how they apply to the vacancy.
- 3.3 If, in the opinion of the Agency, any vacancy advertisement indicates any illegal purposes on the part of the Client, the Agency may, without notice, report the vacancy and the Client to the relevant authorities. Such authorities may include, but are not limited to, the Department for Work and Pensions, ACAS, the Information Commissioner's Office; and the Recruitment and Employment Confederation.
- 3.4 Vacancy advertisements shall remain open and viewable by prospective Candidates for a period of 14 days or otherwise as agreed between the Agency and the Client.
- 3.5 All vacancy advertisements shall contain details of no more than one single vacancy unless otherwise agreed in writing between the Agency and the Client.

4. **The Agency's Obligations**

- 4.1 The Agency shall use its reasonable endeavours to find suitable and willing Candidates to fill such vacancies as are notified to the Agency by the Client or to notify the Client if the Agency believes it is unable to assist with the Client's requirements.
- 4.2 The Agency shall use its reasonable endeavours to ensure that all vacancy advertisements are published on the date agreed with the Client or, where no date is agreed, within 24 hours of receiving details of the vacancy.
- 4.3 The Agency will use reasonable endeavours to:
- 4.3.1 ensure that all Candidates introduced to the Client have the experience, qualifications, and authorisations which are required by the Client, by law or by any professional body, for the position(s) that the Client wishes to fill;

- 4.3.2 confirm that all Candidates introduced to the Client are willing to work in the position which the Client is seeking to fill;
- 4.3.3 verify the identity of Candidates prior to making an Introduction.
- 4.4 At the same time as proposing a Candidate to the Client the Agency will inform the Client of such matters as detailed in Clause 4.3 that the Agency has obtained confirmation of.
- 4.5 The Agency will endeavour to take all reasonable steps to ensure that Clients and Candidates are aware of any requirements imposed by law or any professional body on the vacancy/vacancies that the Client seeks to fill.
- 4.6 The Agency cannot guarantee to find a suitable Candidate for each vacancy and gives no warranties as to the suitability of any Candidate.

5. **The Client's Obligations**

- 5.1 The Client shall provide to the Agency all information which is reasonably required for the Agency to provide the Services. The Client shall use its best and reasonable endeavours to ensure that such information is complete, accurate and up to date.
- 5.2 The Client shall ensure that all information provided to the Agency does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.
- 5.3 The Client shall ensure that all information provided to the Agency does not contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights).
- 5.4 The Client must provide the Agency with details of the vacancies that the Client wishes to fill, which must include the type of work required, the date of commencement, the duration, the hours, rates of pay and location as well as the training, qualifications and other authorisations required by law, the Client and any professional body for the position(s).
- 5.5 The Client must inform the Agency of any Health and Safety risks or requirements of the vacancies the Client wishes to fill, as well as the action taken by the Client to minimise and control such risks.
- 5.6 The Client must not seek to employ any member of the Agency's staff, but in the event that any member of staff accepts an Engagement with the Client, the Client must pay an Introduction Fee in accordance with Clause 6.
- 5.7 The Client warrants that it shall immediately, and in any event within 24 hours of the Agency's first provision of information relating to the Candidate's identity, inform the Agency if the Client believes that it is aware of the identity of the Candidate other than via information supplied by the Agency. The Client agrees that it will be deemed not to have been aware of the identity of the Candidate prior to the Agency's provision of the information relating to the Candidate's identity if the Client fails to provide such a notice within the aforementioned 24 hours.
- 5.8 The Client acknowledges that the Agency is under no obligation to provide the

Services until all required information has been provided by the Client in accordance with Clause 5.1.

- 5.9 The Client shall inform the Agency immediately in the event that any relevant information changes following the submission of that information to the Agency.
- 5.10 Subject to the provisions of Clause 4.3, the Agency shall not verify or otherwise check any Candidate details, howsoever they may be provided to the Client.
- 5.11 It shall be the sole responsibility of the Client to ensure that Candidates are suitable for the relevant vacancies and to obtain any references required.
- 5.12 It shall be the sole responsibility of the Client to obtain any required permits (including, but not limited to, work permits).
- 5.13 It shall be the sole responsibility of the Client to arrange for any required medical examinations or investigations.
- 5.14 The Client must notify the Agency immediately of any offer of an Engagement that it makes to a Candidate.
- 5.15 The Client must notify the Agency immediately of the acceptance of any offer of Engagement that is made to a Candidate and provide details of the Candidate's remuneration.
- 5.16 The Client must notify the Agency immediately if, following the Engagement of a Candidate, the Candidate's remuneration increases at any time during the first 12 months of the Engagement, and the Introduction Fee detailed in clause will be increased accordingly.
- 5.17 The Client must within five (5) days of offering an Engagement to a Candidate provide the Agency with a copy of the job offer or contract given to the Candidate.
- 5.18 Notwithstanding Clause 4.3 above the Client must satisfy itself as to the suitability of a Candidate for any vacancy, and the Client must be responsible for taking up references and checking the validity of qualifications.
- 5.19 The Client is responsible for payment of Remuneration to the Candidate following Engagement.

6. Fees and Payment

- 6.1 The Introduction Fee payable by the Client to the Agency upon the commencement of an Engagement by a Candidate shall be calculated either as a fixed fee or provided the Candidate is employed on a full-time basis, then as a percentage of the Candidate's remuneration during the first 12 months of the Engagement, exclusive of VAT.
- 6.2 The relevant Introduction Fee shall be determined in accordance with the Fee Card.
- 6.3 If the Engagement of a Candidate is for a fixed term of less than 12 months or the Engagement is on a part-time basis then the Introduction Fee will also be calculated on the full-time equivalent salary, subject to the Minimum Fee.

- 6.4 If an Engagement for a fixed term of less than 12 months is extended then a further Introduction Fee based on the Candidate’s full-time equivalent salary for the period up to 12 months from the original Engagement will become payable by the Client.
- 6.5 The Client will not be liable for any fees until a Candidate commences an Engagement, at which point the Agency will render an invoice to the Client.
- 6.6 In the case of a Retained Assignment, the Introduction Fee shall be calculated in accordance with Clauses 6.1 above and shall become payable as follows:
 - 6.6.1 30% of the relevant Introduction Fee shall be payable upon acceptance of the Retained Assignment by the Agency;
 - 6.6.2 30% of the relevant Introduction Fee shall be payable upon provision to the Client of the Shortlist; and
 - 6.6.3 40% of the relevant Introduction Fee shall be payable upon Engagement of a Candidate.
- 6.7 The Client must pay the Agency’s fees within 14 days of receiving the invoice.
- 6.8 The Agency reserves the right to charge interest at the rate of 8% above Bank of England base rate of interest per annum on any invoiced fees that remain unpaid by the Client from the due date to the date of payment.
- 6.9 Except in respect of a Retained Assignment or where a Candidate has been made redundant, the Client may be entitled to a partial refund of the Introduction Fee where:

6.9.1 It was paid on time, and;

6.9.2 The Engagement is terminated in line with the table below:

Week of Termination	% Of Introduction Fee Refundable
1	100% or Free Replacement
2	90% or Free Replacement
3	80% or Free Replacement
4	70% or Free Replacement
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%
11	No refund or free replacement

- 6.10 If no Introduction Fee was paid prior to the Engagements termination, or the Introduction Fee is paid later than the terms specified in Clause 6.7, the Client will not be eligible to receive any refund.

- 6.11 Where an Engagement is terminated following an Introduction on a Retained Assignment, the Client shall be entitled to Engage another Candidate from the relevant Shortlist without additional charge.
- 6.12 Where a Client has made an offer of Engagement to a Candidate but withdraws it before the Candidate commences the Engagement the Client must pay the Agency the Introduction Fee in respect of the annual remuneration to which the Candidate would have been entitled if the Engagement had proceeded. This Clause 6.12 shall not apply in the event that a Candidate fails any pre-employment vetting checks upon which the Candidate's Engagement with the Client has been made explicitly conditional within the relevant written offer.

7. Temporary to Permanent Engagements

- 7.1 Where, Following the supply of a Temporary Worker by the Employment Agency to the Client, the Client engages the Temporary Worker in a permanent Engagement within the Introduction Period, the client will be eligible for the following reductions to the Transfer Fee (defined in the Employment Businesses Terms and Conditions):

Hours Worked during Temporary Engagement	Reduction Of Transfer Fee
150 Hours	1%
300 Hours	2%
450 Hours	3%
600+ Hours	4%

8. Confidentiality

- 8.1 Each Party undertakes that, except as provided by Clause 7.2 or as authorised in writing by the other Party, it shall, at all times:
 - 8.1.1 keep confidential all Confidential Information;
 - 8.1.2 not disclose any Confidential Information to any other party;
 - 8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions;
 - 8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 8.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of Clauses 7.1.1 to 7.1.4 above.
- 8.2 Either Party may:
 - 8.2.1 disclose any Confidential Information to:
 - 8.2.1.1 any sub-contractor or supplier of that Party;

8.2.1.2 any governmental or other authority or regulatory body; or

8.2.1.3 any employee or officer of that Party or of any of the
aforementioned persons;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in Clause 7.2.1.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

8.3 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of these Terms and Conditions for any reason.

9. Data Protection

9.1 The Parties acknowledge that the Agency is a Data Controller in respect of the Personal Data of Candidates and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms and Conditions.

9.2 The Parties further acknowledge that the Client is also a Data Controller but that the Parties are not Joint Controllers (as defined within the Data Protection Legislation) save where a specific agreement is made to that effect between the Parties as an addendum to these terms.

9.3 The Parties warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, the Agency or by a Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.

9.4 The Parties will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

9.5 The Client will:

9.5.1 comply with the instruction of the Agency as regards the transfer/sharing of data between the Parties. If the Client requires Personal Data not already in its control to be provided by the Agency, the Client will set out its legal basis for the request of such data and accept that the Agency may refuse to share/transfer such Personal Data where, in the reasonable opinion of the Agency, it does not

- comply with its obligations in accordance with the Data Protection Legislation;
- 9.5.2 ensure it has met any obligations under the Data Protection Legislation to keep a record of its Processing activities in respect of Candidates;
- 9.5.3 not cause the Agency to breach any of its obligations under the Data Protection Legislation.
- 9.6 In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach in respect of a Candidate, it will immediately notify the Agency and will provide the Agency with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Agency reasonably requests relating to the Personal Data Breach.
- 9.7 In the event of a Personal Data Breach in respect of a Candidate, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Agency may request to:
 - 9.7.1 investigate and defend any claim or regulatory investigation;
 - 9.7.2 mitigate, remedy and/or rectify such breach; and
 - 9.7.3 prevent future breaches.and will provide the Agency with details in writing of all such steps taken.
- 9.8 The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of the Agency, unless the Client is required to give such notice under the Data Protection Legislation.
- 9.9 The Client agrees it will only Process Personal Data of a Candidate for the purposes of considering the Candidate for Engagement as contemplated by these Terms and Conditions.
- 9.10 The Client will provide evidence of compliance with this Clause 8 upon request from the Employment Business.
- 9.11 The Client will indemnify, and keep indemnified, the Agency against any costs, claims or liabilities incurred directly or indirectly by the Agency arising out of or in connection with any failure of the Client to comply with Clause 8; including any finding by a relevant authority that the Client was acting as a Data Processor (as defined in the Data Protection Legislation) on behalf of the Agency.

10. **Liability**

With the exception of death or personal injury caused by the Agency's negligence, the Agency shall not be liable or responsible for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Client as a result of the Introduction of a Candidate to the Client by the Agency, the Engagement of a Client Introduced by the Agency or the failure of the Agency to Introduce any Candidate to the Client.

11. Indemnity

The Client shall indemnify the Agency against any costs, liability, damages, loss, claims or proceedings which may arise out of its use of the Services or out of any breach of any part of these Terms and Conditions.

12. Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

13. Law and Jurisdiction

13.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

13.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE – Privacy Notice and Fee Card

Privacy Notice

The Agency’s privacy notice can be found at: www.innotechpartners.co.uk/privacy-policy

For any queries or complaints relating to the handling of Personal Data please contact DPO@innotechpartners.co.uk write to:

DPO, Walker Grp Limited, First Floor, Braebourne House, Woodlands, BS32 4JT

Fee Card

The Introduction Fees shall be calculated in accordance with the table below unless otherwise agreed in writing by an authorised representative of the Agency.

Annual Remuneration	Introduction Fee
Up to £19,999	25%
£20,000 to £24,999	25%
£25,000 to £29,999	25%
£30,000 to £34,999	25%
£30,000 to £39,999	25%
£40,000 to £59,999	25%
£60,000 to £79,999	25%
£80,000 and above	As determined between the Client and the Agency in writing

All Introduction Fees quoted are exclusive of VAT, which shall be applied at the prevailing rate.

EMPLOYMENT BUSINESS TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of employment business Services by the Employment Business to the Client.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise) then these terms shall prevail unless expressly otherwise agreed by a director of the Employment Business in writing.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agency Workers Regulations”	means the Agency Workers Regulations 2010;
“Applicant”	means any individual Introduced to the Client by the Employment Business from time-to-time as a potential Temporary Worker or candidate for permanent engagement by the Client;
“AWR Claim”	means any complaint or claim to a tribunal or court made by or on behalf of the Inscope Temporary Worker against the Client and/or the Employment Business for any breach of the Agency Workers Regulations;
“Assignment”	means the period during which the Temporary Worker is supplied to render services to the Client;
“Calendar Weeks”	means any period of seven (7) days starting with the same day as the first day of the Initial Assignment;
“Client”	means any person, firm or company including any associates or subsidiaries (as defined by the Companies Act 2006) to whom any Applicant is introduced or to whom any Temporary Worker is supplied;
“Comparable Employee”	has the meaning set out in Regulation 5(4) of the Agency Workers Regulations;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“Confidential Information”	means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential;
“Data Controller”	means a “controller” as defined within the Data Protection Legislation;
“Data Protection Legislation”	means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation: (i) the Data Protection Act 2018 (ii) the General Data Protection Regulation (EU) 2016/679; and (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	means as set out in, and will be interpreted in accordance with, the Data Protection Legislation;
“Employment Business”	means Innotech Partners Limited a company registered in England and Wales under number 12587274 whose registered office is at First Floor, Braebourne House, Woodlands, Bradley Stoke, Bristol, England, BS32 4JT;
“Engagement”	means any employment, engagement or use of a Temporary Worker by a Client on a temporary basis, whether under a contract of service or for services, agency arrangement or any other engagement;
“First Assignment”	means the first Assignment of the Temporary Worker with the Client or any subsequent Assignment commencing at least 42 days after the end of any previous Assignment of the Temporary Worker with the Client;

<p>“Initial Assignment”</p>	<p>means:</p> <p>(a) the relevant Assignment; or</p> <p>(b) if, prior to the relevant Assignment:</p> <ul style="list-style-type: none"> (i) the Inscope Temporary Worker has worked in any assignment in the same role with the relevant Client as the role in which the Inscope Temporary Worker works in the relevant Assignment; and (ii) the relevant Qualifying Period commenced in any such assignment, <p>an assignment being (for the purpose of this defined term) a period of time during which the Inscope Temporary Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client;</p>
<p>“Introduction”</p>	<p>means the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Employment Business to search for a Temporary Worker or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker or Applicant and which leads to an Engagement;</p>
<p>“Introduction Period”</p>	<p>means the 12 months immediately following an Introduction;</p>
<p>“Intermediary”</p>	<p>means a person, firm or corporate body Introduced to the Client by the Employment Business to carry out an Assignment (and, save where otherwise indicated, includes a Temporary Worker);</p>
<p>“Off-Payroll Rules”</p>	<p>means Chapter 10 Part 2 of Income Tax (Earnings and Pensions) Act 2003;</p>
<p>“Party” or “Parties”</p>	<p>means either or both of the Agency and the Client, as the context may require;</p>
<p>“Personal Data”</p>	<p>means as set out in, and will be interpreted in accordance with, the Data Protection Legislation;</p>

“Personal Data Breach”	means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms and Conditions or which otherwise relates to any Candidate;
“Process”	means as set out in, and will be interpreted in accordance with, the Data Protection Legislation and “Processed” and “Processing” will be construed accordingly;
“PSC”	means an Intermediary operating as a personal services company in respect of which the relevant Temporary Worker has a controlling interest;
“Qualifying Period”	has the meaning set out in Regulation 7 of the Agency Workers Regulations;
“Relevant Period”	<p>means:</p> <p>in the case of a Temporary Worker that has not opted out of the Conduct Regulations; the period ending the later of (a) 8 weeks commencing from the day after the last day on which the Temporary Worker worked for the Client having been supplied by the Employment Business; or (b) 14 weeks from the first day on which the Temporary Worker worked for the Client having been supplied by the Employment Business; or (c) the period ending 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment; whichever period ends later;</p> <p>or:</p> <p>in the case of a Temporary Worker that has provided a valid opt out in respect of the Conduct Regulations; the period ending six (6) months from the day after the last day on which the Temporary Worker worked for the Client having been supplied by the Employment business or (in the case where there has been no supply) six (6) months from the date of Introduction of the Applicant;</p>

<p>“Relevant Terms and Conditions”</p>	<p>means terms and conditions relating to:</p> <ul style="list-style-type: none"> (a) relevant pay, (b) the duration of working time, (c) night work, (d) rest periods, (e) rest breaks and (f) annual leave; <p>that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client 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;</p>
<p>“Remuneration”</p>	<p>means any salary, fees, bonuses, commission, allowances, or any other financial benefit payable to, or received by a Temporary Worker for services to a Client (excluding VAT); and</p>
<p>“Services”</p>	<p>means the employment business services provided by the Employment Business to the Client as set out in these Terms and Conditions;</p>
<p>“Temporary Work Agency”</p>	<p>has the meaning set out in regulation 4 of the Agency Workers Regulations</p>
<p>“Temporary Worker”</p>	<p>means an Applicant whose services are supplied to the Client by the Employment Business or an Intermediary for which the Client agrees to engage such Applicant on a short term or temporary basis;</p>
<p>“Transfer Fee”</p>	<p>means the greater of:</p> <ul style="list-style-type: none"> (a) £5,000.00; (b) 25% of the Applicant or Temporary Worker’s Remuneration in the 12 months following the Engagement (if known); (c) a sum equal to the daily charge for the actual or proposed Assignment (as agreed pursuant to Clause 3.1) multiplied by 50; or (d) a sum equal to the hourly charge for the actual or proposed Assignment (as agreed pursuant to Clause 3.1) multiplied by 300; <p>This will be exclusive of VAT and subject to the available reductions listed in Clause 8.3;</p>
<p>“Working Day”</p>	<p>means every day excluding Saturday, Sunday and bank holidays in England;</p>

<p>“Working Time Regulations”</p>	<p>means the Working Time Regulations 1998.</p>
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- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. General

- 2.1 When providing the Services, the Employment Business is acting in its capacity as an employment business within the meaning of the Conduct Regulations.
- 2.2 The Client acknowledges that Temporary Workers may be provided by an Intermediary company which is Introduced to the Client by the Employment Business and which either (i) employs its Temporary Worker(s) in respect of Assignments; or (ii) operates as a PSC.
- 2.3 These Terms and Conditions govern the supply of Temporary Workers to the Client and are applicable to any and all introductions. These Terms are deemed to be accepted by the Client by virtue of its request for, interview with, or engagement of the Temporary Worker.
- 2.4 No variation or alternation of these Terms and Conditions shall be valid unless approved in writing by both the Employment Business and the Client.
- 2.5 Unless otherwise agreed in writing, these Terms and Conditions shall prevail over any terms of business provided by the Client.
- 2.6 The failure by the Employment Business to enforce at any particular time any one or more of the terms of these Terms and Conditions shall not be deemed a waiver of such rights or of the right to subsequently enforce these Terms and

Conditions.

- 2.7 If any provision of these Terms and Conditions is held to be invalid, void, illegal or otherwise unenforceable by a judicial body, the remaining provisions shall remain in full force and effect to the extent permitted by law.
- 2.8 All payments due to the Employment Business pursuant to these Terms and Conditions shall be paid within 14 days of the date of any invoice. In respect of any amount to be paid by the Client to the Employment Business pursuant to these Terms and Conditions, the Employment Business reserves the right to charge interest on any unpaid amounts at the rate of 8% per annum above the Bank of England base rate from the due date until the date of payment and to claim legal costs, where such amount remains outstanding for more than 14 days from the date of the invoice.
- 2.9 Whilst the Employment Business agrees to make every reasonable effort to ensure reasonable standards of skills, integrity, reliability and suitability of Applicants introduced to the Client, it is the responsibility of the Client to satisfy itself on all such matters and on the suitability of any Applicant before Engagement in any Assignment.
- 2.10 All invoices issued pursuant to these Terms and Conditions are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition to the rate in force at the time the Client is required to make payment.
- 2.11 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right of remedy of a third party which exists or is available apart from that Act.

3. Charges

- 3.1 In respect of any Engagements of Temporary Workers, the Client shall pay and the Employment Business shall collect from the Client, on behalf of Temporary Workers and/or Intermediaries, as notified to the Client at the commencement of the Assignment:
 - 3.1.1 Remuneration as agreed between the Client and the Employment Business from time to time based upon hourly or daily rates; and
 - 3.1.2 Remuneration including but not limited to statutory pension contributions and holiday entitlement (as laid out in the Working Time Regulations); and,
 - 3.1.3 additional holiday pay as agreed between Employment Business (on behalf of the Temporary Worker) and the Client from time-to-time in compliance with the Agency Workers Regulations.
- 3.2 Where the Temporary Worker is supplied directly by the Employment Business, the Employment Business agrees to pay the Temporary Worker remuneration to the Temporary Worker subject to such deductions relating to PAYE as are required by sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003, the Employment Business's commission pursuant to Clause 3.5 and all other such deductions as the Employment Business is

required to make by law.

- 3.3 Where the Temporary Worker is supplied by an Intermediary, and where the Intermediary is not subject to the Off-Payroll Rules, the Intermediary shall be responsible for the payment of the above mentioned remuneration to the Temporary Worker subject to such deductions relating to PAYE as are required by sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003, the Employment Business's commission pursuant to Clause 3.5, the Intermediary's margin (where relevant) and all other such deductions as the Employment Business and/or the Intermediary are required to make by law.
- 3.4 The Client also agrees to pay to the Employment Business all employer's national insurance contributions, which the Employment Business (or the Intermediary) is obliged by law to pay in relation to all services which the Temporary Worker provides to the Client.
- 3.5 For the avoidance of doubt, any charges payable by the Client are inclusive of the Employment Business's commission and employer's national insurance contributions but exclusive of VAT. The Client agrees to pay to the Employment Business a commission for introduction of the Temporary Worker the rates of which are to be agreed between the Employment Business and the Client prior to the commencement of any Assignment.
- 3.6 In addition to payments calculated in accordance with Clauses 3.1 to 3.5, the Client will pay the Employment Business:
 - 3.6.1 Where applicable, an amount equal to any bonus that the Client awards to an Inscope Temporary Worker in accordance with Clause 7.4 immediately following any such award and the Employment Business will pay any such bonus to the Inscope Temporary Worker. For the avoidance of doubt, the Client will also pay, if applicable, any employer's national insurance contributions and the Employment Business's commission on the bonus (calculated using the same percentage rate as that used in respect of the relevant Assignments) in addition to any bonus payable to the Inscope Temporary Worker;
 - 3.6.2 an amount equal to any paid holiday leave to which the Inscope Temporary 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 (and where it has not been explicitly rolled up into an enhanced hourly or daily rate of remuneration); and
 - 3.6.3 any other amounts relating to the Relevant Terms and Conditions to which the Inscope Temporary Worker will be entitled under the Agency Workers Regulations, where applicable.
- 3.7 The Employment Business reserves the right to vary the charges in respect of an ongoing Assignment by giving written notice to the Client:
 - 3.7.1 in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the

Agency Workers Regulations, the Working Time Regulations, trade union agreements and the Pensions Act 2008; and/or

3.7.2 if there is any variation in the Relevant Terms and Conditions.

4. **Paper Timesheets**

- 4.1 The Client shall at the end of each week of an Assignment (or shorter period as agreed), sign the Employment Business's timesheet(s) verifying the number of days and hours worked by the Temporary Worker during that week.
- 4.2 Signature of the time sheet by the Client is confirmation of the number of hours (or days) worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the time claimed, the Client shall inform the Employment Business as soon as reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker.
- 4.3 Failure to sign the time sheet does not absolve the Client of its obligation to pay the charges in respect of those hours/days worked by a Temporary Worker.
- 4.4 The Client shall not be entitled to decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker.

5. **Electronic Timesheets**

- 5.1 The Client shall at the end of each week of an Assignment (or shorter period as agreed), approve the Employment Business's timesheet(s) verifying the number of days and hours worked by the Temporary Worker during that week.
- 5.2 Approval of an electronic timesheet by the Client is confirmation of the number of hours or days worked. If the Client is unable to approve the timesheet received for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client can reject the timesheet selecting the relevant reason from the drop down menu, once rejected the Temporary worker will amend and re-submit upon query resolution.
- 5.3 The Client shall action the time sheet workflow by midday on the Monday following the week covered by the timesheet otherwise the workflow will be redirected to the Client's nominated substitute and the Client's substitute shall action the workflow before midday on the Tuesday following the week covered by the timesheet otherwise the timesheet will be auto-approved.
- 5.4 The Client shall not be entitled to decline to approve a timesheet on the basis that it is dissatisfied with the work performed by the Temporary Worker.

6. **Client Requirements**

- 6.1 The Employment Business will endeavour to supply such Temporary Workers to carry out Assignments for the Client as the Client shall notify to the

Employment Business when giving details of its requirements.

- 6.2 When placing its order, the Client shall specify its exact requirements by providing full details of the type of work for which the Temporary Worker is required.
- 6.3 The details provided shall include, but shall not be limited to, details of special skills or qualifications required for such work.
- 6.4 The Client shall not permit any Temporary Worker to undertake any work other than that which has been notified by the Client.
- 6.5 The Employment Business endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any other authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill. The Employment Business will inform the Client of these matters when making an Introduction and will inform the Client if the Applicant is not engaged by the Employment Business under a contract for services.
- 6.6 Where such information stated in Clause 6.5 is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third Working Day following, save where the Applicant is being introduced for an Assignment in the same position as one in which the Applicant had previously been supplied within the previous five (5) Working Days and such information has already been supplied to the Client, unless the Client requests that the information be resubmitted.

7. **Agency Workers Regulations**

- 7.1 The Client will comply with its obligations under Regulations 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 Agency Workers Regulations.
- 7.2 To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, the Client undertakes as soon as possible prior to the commencement of each Assignment and/or during each Assignment (as appropriate) and/or at any time at the Employment Business's request:
 - 7.2.1 to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant Inscope Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
 - 7.2.2 to inform the Employment Business if, since 1 October 2011, the Inscope Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with

- the Client via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business;
- 7.2.3 to inform the Employment Business if the Inscope Temporary Worker has completed the Qualifying Period prior to the date of commencement of the relevant Assignment and/or is likely to complete the Qualifying Period during the relevant Assignment;
 - 7.2.4 to provide the Employment Business with details, written or otherwise, of the Relevant Terms and Conditions that the Inscope Temporary Worker would be entitled to for doing the same job if the Inscope Temporary Worker had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee;
 - 7.2.5 to inform the Employment Business in writing, or otherwise, whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
 - 7.2.6 if the Relevant Terms and Conditions provided are those of a Comparable Employee, to provide the Employment Business with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee;
 - 7.2.7 to 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
 - 7.2.8 save where the Inscope Temporary Worker will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same; and
- 7.3 The Client acknowledges that once the Qualifying Period has elapsed, a pregnant Inscope Temporary Worker has additional rights and the Client agrees to:
- 7.3.1 pay for time off for the pregnant Inscope Temporary Worker to attend ante-natal medical appointments and ante-natal classes;
 - 7.3.2 offer suitable alternative work (paid at the same rate as the original assignment) if the Client cannot make reasonable adjustments and the pregnant Inscope Temporary Worker cannot complete the original Assignment for health and safety reasons; and
 - 7.3.3 pay the pregnant Inscope Temporary Worker for the remaining duration of the original Assignment if the Client cannot find suitable alternative work.
- 7.4 In addition, for the purpose of awarding any bonus to which the Inscope

Temporary Worker may be entitled under the Agency Workers Regulations, the Client will, if required:

- 7.4.1 integrate the Inscope Temporary Worker into its relevant performance appraisal system
 - 7.4.2 assess the Inscope Temporary Worker's performance
 - 7.4.3 provide the Employment Business with copies of all documentation relating to any appraisal of the Inscope Temporary Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded and
 - 7.4.4 provide the Employment Business with all other assistance that the Employment Business may request in connection with the assessment of the Inscope Temporary Worker's performance for the purpose of awarding any bonus.
- 7.5 The Client will comply with all Employment Business's requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.
- 7.6 The Client warrants that:
- 7.6.1 all information and documentation supplied to the Employment Business in accordance with Clauses 7.2, 7.3, 7.4, and 7.5 is complete, accurate and up-to-date; and
 - 7.6.2 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 7.2, 7.3, 7.4, and 7.5.
- 7.7 Each Party shall inform the other in writing of any:
- 7.7.1 oral or written complaint from an Inscope Temporary Worker which is or may be a complaint connected with rights under the Agency Workers Regulations; and
 - 7.7.2 written request for information relating to the Relevant Terms and Conditions that they receive from an Inscope Temporary Worker;
- as soon as possible but no later than seven (7) days from the day on which any such oral complaint or is made to or written complaint or request is received by the Party and that Party will take such action and give such information and assistance as the other may request, and within any reasonable timeframe requested, in order to resolve any such complaint or to provide any such information in a written statement to the Inscope Temporary Worker within 28 days of the Party's receipt of such complaint or request (and the relevant Party shall provide a copy of any written statement to the other Party).

8. Transfer Fee

- 8.1 In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either (i) directly; or (ii)

pursuant to being supplied by another employment business, during the Assignment or within the Introduction Period, the Client shall be liable, subject to electing by giving seven (7) days prior notice, to either:

- 8.1.1 (where the Temporary Worker has not provided notice to opt out of the Conduct Regulations) extend or renew the Assignment on the same terms as the most recent Assignment (as the case may be), for a period of not less than 12 weeks in which case these Terms and Conditions shall continue to apply to such extended period and the Fee shall not be payable on the expiry of such extended term; or
 - 8.1.2 pay the Transfer Fee, in line with any deductions listed in Clause 8.3.
- 8.2 In the event that there is an Introduction of a Temporary Worker which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within the Introduction Period, the Client shall be liable, subject to electing upon giving seven (7) days' notice, to either:
- 8.2.1 engage the Applicant in an Assignment as a Temporary Worker for a period of 26 weeks during which the Client shall pay the Employment Business the hourly or daily charge agreed pursuant to Clause 3.1; or
 - 8.2.2 pay the Transfer Fee, in line with any deductions listed in Clause 8.3.
- 8.3 If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by the Employment Business either directly or pursuant to being supplied by another business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Transfer Fee may be charged, reduced to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client, as listed below:

Hours Worked during Temporary Engagement	Reduction of Transfer Fee
150 Hours	1%
300 Hours	2%
450 Hours	3%
600+ Hours	4%

- 8.4 In the event that a Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party during the Assignment or within the Relevant Period the Client shall be liable to pay the Transfer Fee.
- 8.5 The Transfer Fee shall automatically become payable in the event that the Client fails to provide notice of a relevant Engagement.
- 8.6 No refund of the Transfer Fee shall become due in the event that any Engagement is subsequently terminated.
- 8.7 The Transfer Fee shall be based on the full time equivalent salary of the

Engagement in the event that an Engagement results in a fixed term contract of less than 12 months' duration.

8.8 The Client agrees:

8.8.1 to notify the Employment Business immediately of any offer of employment on any basis which it makes to an Applicant; and

8.8.2 to notify the Employment Business immediately when any offer of employment has been accepted by an Applicant.

9. Temporary Worker Guarantee

9.1 In the event of the Employment Business being notified that the services provided by a Temporary Worker are unsatisfactory, the Employment Business may, at its absolute discretion, refund or cancel the charge for the supply of the Temporary Worker and be responsible to the Temporary Worker for any monies due and owing to that Temporary Worker for the time worked provided always that the Temporary Worker leaves that Assignment immediately and that such notification, which must be confirmed in writing within five (5) days, is received either:

9.1.1 within four (4) hours of the Temporary Worker commencing duties where the Assignment is for more than seven (7) hours

9.1.2 within two (2) hours of the Temporary Worker commencing duties where the Assignment is for seven (7) hours or less.

10. Confidentiality

10.1 Each Party undertakes that, except as provided by Clause 10.2 or as authorised in writing by the other Party, it shall, at all times:

10.1.1 keep confidential all Confidential Information;

10.1.2 not disclose any Confidential Information to any other party;

10.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions;

10.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

10.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of Clauses 10.1.1 to 10.1.4 above.

10.2 Either Party may:

10.2.1 disclose any Confidential Information to:

10.2.1.1 any sub-contractor or supplier of that Party;

10.2.1.2 any governmental or other authority or regulatory body;

or

10.2.1.3 any employee or officer of that Party or of any of the aforementioned persons;

to such extent only as is necessary for the purposes contemplated by

these Terms and Conditions, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in Clause 10.2.1.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

10.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

10.3 The Employment Business acknowledges that if the Client is in the public sector it will be subject to the Freedom of Information Act 2000 (“the Act”). Where the Act applies each Party shall transfer any request for information related to the Employment Business or to the Services provided by the Employment Business received under that Act to the other within two (2) Working Days of receipt of such a request. Notwithstanding the right of the Client, in its sole discretion, to decide how to respond to such a request, it shall take the Employment Business’s views into account to the extent that such a request relates to information about the Employment Business or these Terms and Conditions. The Client shall also notify the Employment Business as soon as practicable where any response to such a request is referred to the Information Commissioner.

10.4 The provisions of this Clause 10 shall continue in force in accordance with their terms, notwithstanding the termination of these Terms and Conditions for any reason.

11. Data Protection

11.1 The Parties acknowledge that the Employment Business is a Data Controller in respect of the Personal Data of Applicants/Temporary Workers and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these terms.

11.2 The Parties further acknowledge that the Client is also a Data Controller but the Parties are not Joint Controllers (as defined within the Data Protection Legislation) save where a specific agreement is made to that effect between the Parties.

11.3 The Parties agree that a Temporary Worker is not a Data Processor (as defined within Data Protection Legislation) when working on behalf of the Client; save where agreed otherwise within a schedule of assignment (in such form as may be agreed between the Parties from time-to-time) and subject to additional terms and conditions confirming the same.

11.4 The Parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, the Employment Business or by an Applicant or Temporary Worker, will be used, Processed and recorded by

- the receiving party in accordance with Data Protection Legislation.
- 11.5 The Parties will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 11.6 The Client will:
- 11.6.1 comply with the instruction of the Employment Business as regards the transfer/sharing of data between the parties. If the Client requires Personal Data not already in its control to be provided by the Employment Business, the Client will set out its legal basis for the request of such data and accept that the Employment Business may refuse to share/transfer such Personal Data where, in the reasonable opinion of the Employment Business, it does not comply with its obligations in accordance with the Data Protection Legislation;
 - 11.6.2 ensure it has met any obligations under the Data Protection Legislation to keep a record of its Processing activities in respect of Applicants and/or Temporary Workers;
 - 11.6.3 not cause the Employment Business to breach any of its obligations under the Data Protection Legislation.
- 11.7 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify the Employment Business and will provide the Employment Business with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Employment Business reasonably requests relating to the Personal Data Breach.
- 11.8 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Employment Business may request to:
- 11.8.1 investigate and defend any claim or regulatory investigation;
 - 11.8.2 mitigate, remedy and/or rectify such breach; and
 - 11.8.3 prevent future breaches;
- and will provide the Employment Business with details in writing of all such steps taken.
- 11.9 The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of the Employment Business, unless the Client is required to give such a notice under the Data Protection Legislation.
- 11.10 The Client agrees it will only Process Personal Data of Applicants or of Temporary Workers for the agreed purpose of considering Applicants for Engagement or for the management, supervision, direction and control of Temporary Workers.
- 11.11 The Client will provide evidence of compliance with this Clause 11 upon request from the Employment Business.

12. Liability

- 12.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers and further to provide those Temporary Workers in accordance with booking details, no liability will be accepted by the Employment Business for any loss, damage, expense or delay arising from any failure to provide any Temporary Worker for all or part of the period of the booking or from the negligence, dishonesty or misconduct of that Temporary Worker.
- 12.2 If the Temporary Worker is unable to complete an Assignment due to, but not limited to, incapacity, illness or bereavement the Employment Business will make every effort to find a suitable replacement. the Employment Business accepts no liability for any loss, damage, expense or delay arising from a Temporary Worker being unable to complete an Assignment. The Employment Business is not able to supply a replacement if the Temporary Worker is taking part in an official strike or any other official industrial dispute.
- 12.3 The work undertaken by Temporary Workers on Assignment is deemed to be the responsibility of the Client from the time the Temporary Worker reports to take up duties and for the duration of the Assignment and the Client agrees to be responsible for all act, errors and omissions be they wilful, negligent or otherwise as though the Temporary Worker were on the payroll of the Client. The Client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject to in respect of the Client's own staff, including the provision of adequate Employers, Professionals and Public Liability insurance cover for the Temporary Worker during all Assignments and to comply with all necessary regulations including, but not limited to, the Working Time Regulations 1998.
- 12.4 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. The Client will assist the Employment Business in complying with the Employment Business's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations.
- 12.5 The Client shall at all times keep the Employment Business fully indemnified against any costs, claims (including, but not limited to, any claims arising from any potential, actual or deemed employment), expenses, loss, liabilities and damages incurred by the Employment Business in respect of matters arising out of this agreement by virtue of the Client's direction and/or control of the Temporary Worker or arising out of any breach of this agreement or negligent act or omission of the Client.
- 12.6 The Employment Business shall not be liable to the Client for any loss, liability, damages, costs, claims or expenses suffered or incurred by the Client

howsoever arising as a result of the negligence, dishonesty or misconduct of the Temporary Worker or arising from, or connected with, the Engagement of the Temporary Worker under this agreement. The Employment Business does not exclude or limit liability for death or personal injury.

- 12.7 Each Party shall inform the other in writing of any AWR Claim which comes to the notice of that Party as soon possible but no later than seven (7) calendar days from the day on which any such AWR Claim comes to the notice of the Party.
- 12.8 If an Inscope Temporary Worker brings, or threatens to bring, any AWR Claim, the Parties undertake to each other to take such action and give such information and assistance as the other Party may request, and within any timeframe requested by the other Party and at their own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.
- 12.9 Notwithstanding anything else in the agreement (being these Terms and Conditions and any Schedules attached hereto) the liability of each Party to the other under or in connection with this agreement flowing from one event or a series of connected events, whether arising under contract or by way of indemnity, negligence or otherwise, shall be limited to an aggregate liability of 125% of the charges paid or payable in the calendar year in which the event giving rise to the breach of this Agreement occurred.
- 12.10 Subject to the express provisions of this Agreement, neither party shall be liable to the other for any indirect or consequential loss, or any loss of profit, revenue, business or anticipated savings (whether direct or indirect).

13. **Off-Payroll Rules**

- 13.1 Where the Off-Payroll Rules apply to the Client, and a proposed Temporary Worker will provide their services through a PSC, the Client undertakes and agrees to: (i) notify the Employment Business that the Client is subject to the Off-Payroll Rules; and (ii) assess the working practices of services to be provided during the Assignment and to notify the Employment Business of the results of such assessment prior to the commencement of the Assignment.
- 13.2 Where the Off-Payroll Rules apply to the Client or to any end user customer ("End Users") in the event that the Client subsequently provides the services of Temporary Workers to other parties, the Client undertakes and agrees to provide any information reasonably requested at any time by the Employment Business promptly in order to assist the Employment Business to comply with the Off-Payroll Rules.
- 13.3 The Client undertakes and agrees to notify the Employment Business in the event of changes to information provided under clauses 13.1 or 13.2 that occur during the term of an Assignment, including whether or not there is a change to the applicability of the Off-Payroll Rules to the Client.
- 13.4 The Client warrants and undertakes that all information it provides to the Employment Business under these Clauses 13.1 or 13.2 is true and accurate in all material respects.

- 13.5 Where the Client provides the Employment Business with notification that the Temporary Worker is within scope the Off-Payroll Rules then the Client agrees and accepts that the Employment Business is entitled to vary its charge to the Client in order to comply with the Off-Payroll Rules. Such changes may include, but shall not be limited to, the addition of Employer's National Insurance costs to the agreed daily or hourly rate of pay agreed with the Temporary Worker.
- 13.6 The Parties acknowledge that Agency Workers Regulations, Conduct Regulations and Off-Payroll Rules are not inter-dependent and their applicability to any Assignment does not determine supervision, direction or control by the Client in respect of a Temporary Worker supplied by the Employment Business.

14. **Termination**

- 14.1 The Client, the Employment Business or the Temporary Worker, may terminate an Assignment at any time without prior notice or liability. Save in respect of those Temporary Workers who may be subject to a notice period of which the Client will receive notification from the Employment Business in which case an equivalent notice period shall be required from the Client. In the event of termination, all outstanding or accrued fees due to the Employment Business from the Client remain due and payable.
- 14.2 The Client or the Employment Business may terminate this agreement (being these Terms and Conditions and any Schedules attached hereto) on four (4) weeks written notice to each other provided that the terms of the agreement shall remain in force until the end of any ongoing Assignments and also in respect of the applicability of any Transfer Fees during the Relevant Period or such other period stated in Clause 8.

15. **Force Majeure**

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

16. **Law and Jurisdiction**

- 16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.