

Contract for Recruitment Services

Between:

- (1) The “Client” (recipient of these terms) - please note a revised set of terms, personalised to your business may be issued to you, subject to variations or amendments to assignments, credit and/or due diligence checks.
- (2) National Locums Ltd incorporated and registered in England and Wales with company number 06808451 whose registered office is at 7b Clarendon Drive, Wymbush, Milton Keynes, Buckinghamshire, England, MK8 8ED (the “Agency”).

OPERATIVE PROVISIONS

1. Interpretation

- (a) In these Terms and Conditions, the following definitions apply:

Affiliate: in relation to a Party, any person that Controls, is Controlled by, or is under common Control with that Party;

Agency Worker: means any temporary agency worker as defined in the AWR 2010;

Agreement: the agreement containing these Terms and Conditions;

Assignment: the period during which a Temporary Worker performs services or carries out work for or on behalf of the Client, beginning when the Temporary Worker first reports to the Client to take up duties (or, if earlier, the commencement of such work or services by the Temporary Worker) and ending on the cessation by the Temporary Worker of all such work or services;

AWR 2010: means the Agency Workers Regulations 2010;

Claims: all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise);

Commencement Date: has the meaning set out in clause 2(c);

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

Consultancy: means an incorporated or unincorporated entity that is engaged by the Agency or a Supplier to provide services and the term ‘Consultancies’ shall be construed accordingly;

Consultant: means an individual or individuals providing services to a Consultancy;

Control: in relation to a Party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that Party, as the case may be;

Engage(s) (or Engagement or Engaged): the employment or engagement, hire or other use, directly or indirectly and whether under a contract of service or contract for services, and whether on a permanent or temporary basis, of a Temporary Worker by or on behalf of the Client;

Introduce (or Introduction): the provision to the Client of a curriculum vitae or any other details, whether written or oral, of a Temporary Worker, whether or not the Client had knowledge of that Temporary Worker before the Introduction;

Fee(s): the fees payable by the Client to the Agency resulting from the Engagement of one or more Temporary Worker(s) at the rates set out and payable in accordance with clause 4;

Losses: all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

Parties: the Agency and the Client, and 'Party' will mean either one of them;

Period of Extended Hire: (for the purposes of the Conduct Regulations) any additional period that the Client wishes a Temporary Worker to be supplied beyond the duration of the original Assignment or series of Assignments instead of paying a Transfer Fee;

Recruitment Services: the supply to the Client by the Agency of Temporary Workers for vacancies of which the Client has notified the Agency, or the search of Temporary Workers for vacancies that the Client has notified to the Agency and the Introduction of them to the Client by the Agency;

Relevant Period: means (for the purposes of the Conduct Regulations) whichever ends the later of (a) the period of eight weeks commencing on the day after the last day on which a Temporary Worker worked for the Client having been supplied by the Agency; or (b) the period of 14 weeks commencing on the first day on which a Temporary Worker worked for the Client having being supplied by the Agency or 14 weeks from the first day of the most recent Assignment where there has been a break of more than six weeks (42 days) since any previous Assignment;

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

Self-employed Operative: means any individual engaged by the Agency under a contract for services for the provision of Services under this Contract where the payments received under the Self-employed Operative's contract for services are not treated as employment income for the purposes of income tax and National Insurance contributions;

Supplier: any individual, limited company, partnership or similar entity which engages with and provides the services of Temporary Workers to the Agency;

Status Determination Statement: as defined under Section 61NA of ITEPA;

Temporary Worker: one or more Consultancies, Self-employed Operatives or Agency Workers Introduced or supplied by the Agency to the Client with a view to that person carrying out work for the Client;

Terms and Conditions: means these terms and conditions as amended from time to time in accordance with clause 14(b); and

Transfer Fee: the amounts set out in Schedule 1 and payable in accordance with clause 5.

2. Acceptance of Terms and Conditions

- (a) These Terms and Conditions govern the terms of the Agreement between the parties in respect of any supply of Temporary Workers by the Agency under any Assignment and/or the Introduction of any Temporary Worker for any position.

- (b) The Agency shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Temporary Workers for Assignments with the Client.
- (c) The Client will be deemed to have accepted and agreed to these Terms and Conditions, which will prevail over any other terms put forward by the Client, when any of the following events occurs:
- (d) In respect of any Assignment:
 - (i) the Client requests the Agency to supply a Temporary Worker for any Assignment;
 - (ii) the Agency supplies a Temporary Worker to the Client; or
 - (iii) a Temporary Worker begins an Assignment for the Client,

at which point and on which date the Agreement shall come into existence (**Commencement Date**).

- (e) In respect of any Introduction:
 - (i) the Client requests the Agency to Introduce a Temporary Worker for any position;
 - (ii) the Client, or a third party acting on the Client's behalf, interviews a Temporary Worker;
 - (iii) the Client Engages a Temporary Worker in any capacity;
 - (iv) a Temporary Worker begins work for the Client in any capacity; or
 - (v) the Agency provides any of the Recruitment Services to the Client,

at which point and on which date the Agreement shall come into existence (**Commencement Date**).

3. Recruitment Services

- (a) The Agency will provide the Recruitment Services to the Client in consideration of the Client paying the Fees to the Agency, subject to these Terms and Conditions.
- (b) The Agency will use reasonable endeavours to Introduce or supply (as applicable) to the Client Temporary Workers suitable to carry out work of such nature as the Client notifies to the Agency. The Agency does not warrant, represent or undertake to find a suitable Temporary Worker for each vacancy notified to it by the Client.
- (c) When supplying a Temporary Worker to a Client, the Agency will inform the Client, so far as enabled to do so by information provided by the Temporary Worker or the Supplier to the Agency:
- (d) of the Temporary Worker's identity;
- (e) that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work on the Assignment;
- (f) whether the Temporary Worker is employed by the Agency under a contract of service or apprenticeship or a contract for services or engaged as a Consultancy or engaged by a Supplier;
- (g) that the Temporary Worker is willing to work on the Assignment; and

- (h) of the Fees.
- (i) The Agency will comply with its obligations under the AWR 2010.
- (j) Where the Temporary Worker is required by law or any professional body to have any qualifications or authorisations to work on the Assignment, the Agency will take reasonably practicable steps:
- (k) to obtain and offer to provide to the Client:
 - (i) copies of any relevant qualifications or authorisations of the Temporary Worker;
 - (ii) where the Assignment involves working with, caring for or attending one or more vulnerable persons, two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client; and
- (l) to confirm that the Temporary Worker is suitable for the Assignment.
- (m) If the Agency has taken all reasonably practicable steps to obtain the information set out in clause 3.5 above and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.
- (n) When Introducing a Temporary Worker to a Client, the Agency will, so far as enabled to do so by information provided by the Temporary Worker or the Supplier to the Agency, at the Client's request supply to the Client copies of:
- (o) Any relevant qualifications or authorisations; and
- (p) Any non-confidential references, in the Agency's possession, except where the Agency is not permitted for any reason to obtain, verify or disclose them.
- (q) If more than one agency submits details of the same Temporary Worker to the Client, the agency which first submitted the details will be deemed to have Introduced the Temporary Worker to the Client. No subsequent submission of the same Temporary Worker's detail will be deemed as a valid Introduction, and if the Client Engages that Temporary Worker in any capacity, no fees will be payable to any agency other than the first to submit the Temporary Worker's details.
- (r) Following the Client's instruction to the Agency to supply a Temporary Worker, the Client gives the Agency authority to advertise the position which the Client seeks to fill. Such authority shall remain in place until the position has been filled or the Client cancels their instructions. In order for the Agency to advertise a role, the Client warrants to provide such information as is necessary for the Agency to advertise the position. Such information shall include, but is not limited to:
 - (s) whether the position is for temporary or permanent work;
 - (t) relevant information about the specific position which the Client seeks to fill; and
 - (u) where the rates of pay are given for advertisement purposes, the Client shall state the nature of the work, the location at which the Temporary Worker would be required to work, and the minimum experience, training or qualifications which the Temporary Worker would be required to have in order to receive those rates of pay.

4. Fees and payment

- (a) The Fees shall be agreed between the Parties in writing. The Client agrees to pay the Fees. VAT is payable at the applicable rate on the entirety of the Fees.

- (b) The Agency reserves the right to vary the Fees with the Client, by giving written notice to the Client:
- (c) in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Apprenticeship Levy, Income Tax (Earnings & Pensions) Act 2003, the NICs Legislation and the Pensions Act 2003; or
- (d) if there is any variation in the Agreement.
- (e) The Agency will invoice the Client on a daily basis. The Client will pay the Fee within 7,14 or 30 of receipt of a valid invoice, subject to satisfactory credit checks and due diligence.
- (f) The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- (g) The Client will pay the Fees due under this clause 4, and has no right to set-off, deduct or withhold any sums due.
- (h) The Agency will not refund any of the Fees, unless explicitly agreed in writing by a director of the Agency.

5. Transfer Fees

- (a) The Client shall pay the Agency a Transfer Fee where the Agency Introduces a Temporary Worker to the Client and the Client either:
 - (b) Engages the Temporary Worker directly or through another agency; or
 - (c) Introduces the Temporary Worker to a third party (including any Affiliated member of the Client or a member of the Client's group) and the third party Engages the Temporary Worker other than through the Agency either during the Assignment; and
 - (d) Within the Relevant Period, or if there was no supply, within 6 months of the Introduction of the Temporary Worker by the Agency to the Client.
- (e) The Agency will calculate the Transfer Fee as set out in Schedule 1.
- (f) If the Client wishes to Engage the Temporary Worker other than through the Agency, but without liability to pay a Transfer Fee, the Client may, on giving one week's written notice to the Agency, engage the relevant Temporary Worker for the Period of Extended Hire specified in Schedule 1.
- (g) During the Period of Extended Hire, the Agency shall supply a Temporary Worker on the same terms on which it has or would have been supplied during the Assignment and in any case, on terms no less favourable than those terms which applied immediately before the Agency received the notice in clause (f) and the Client shall continue to pay the Fees. If the Agency is unable to supply a Temporary Worker for any reason outside its control for the whole or any part of the Period of Extended Hire, or the Client does not wish to hire the Temporary Worker on the same terms as the Assignment, but a Temporary Worker is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Fees paid by the Client during any part of the Period of Extended Hire worked by the Temporary Worker before being Engaged by the Client. If the Client does not give the Agency notice of its intention to Engage a Temporary Worker other than via the Agency before the Engagement takes place, the parties agree that the Transfer Fee shall be due in full.

- (h) Where, before the start of the Client's Engagement of a Temporary Worker other than through the Agency, the Agency and the Client agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Agency may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 1 pro-rata. Such reduction is subject to the Client Engaging the Temporary Worker for the agreed fixed term. Should the Client extend the Temporary Worker's Engagement or re-Engage the Temporary Worker within 12 months from the commencement of the initial Engagement the Agency reserves the right to recover the balance of the Transfer Fee.
- (i) The Agency will not refund the Transfer Fee if the Engagement of the Temporary Worker whether by the Client or a third party to which the Client introduces the Temporary Worker, subsequently terminates or terminates before the end of the fixed term referred to in clause (h).
- (j) VAT is payable at the applicable rate in addition to any Transfer Fee due.

6. Client's obligations and acknowledgements

- (a) When requesting the Agency to supply Temporary Workers under any Assignment, the Client will:
- (b) specify its exact requirements by providing full details of the work for which the Temporary Worker is required and, in particular, by notifying the Agency when placing the order of:
 - (i) any special skills required for such work;
 - (ii) any special health and safety matters about which the Agency is obliged to inform the Temporary Worker; and
 - (iii) any requirements imposed by law or by any professional body which must be satisfied if the Temporary Worker is to fill the Assignment;
- (c) not allow any Temporary Worker to undertake any work other than that which has been notified to the Agency by the Client in placing the order for that Temporary Worker in accordance with clause 6.1(b);
- (d) comply with its obligations under the Conduct Regulations and not do anything to cause the Agency to be in breach of its obligations under the Conduct Regulations. The Client agrees to indemnify on demand and hold harmless the Agency from and against all Claims and Losses arising from loss, damage, liability, injury to the Agency, its employees and third parties, by reason of or arising out of the Client's (or any of its Affiliates) failure to comply with or fulfil all or any of their obligations under the Conduct Regulations;
- (e) verify at the beginning of the Assignment that the Temporary Worker is suitable for the purposes for which he is required and that he has the capability to carry out the duties required, including the operation of any equipment or vehicles;
- (f) be responsible for obtaining any certificate of sponsorship or permit needed to enable the Temporary Worker to work in the United Kingdom and for ensuring that the Temporary Worker satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- (g) When requesting the Agency to supply Temporary Workers under any Assignment, the Client acknowledges and agrees that:
- (h) Temporary Workers supplied by the Agency are engaged under contracts for services, engaged as a Consultancy or engaged by a Supplier and are not the employees of the Agency;

- (i) the Client is responsible for all acts, errors and omissions, whether willful, negligent or otherwise, of the Temporary Worker in respect of an Assignment;
- (j) the Client will in all respects comply with all statutes, byelaws and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the Working Time Regulations 1998 and the Health and Safety at Work Act 1974;
- (k) the Client will provide adequate employer's and public liability insurance cover for the Temporary Worker during all Assignments;
- (l) if the Client reasonably considers the Temporary Worker to be unsatisfactory, it will make a complaint to the Agency by telephone and confirm it in writing within one day of the finding, but will not have the right to withhold from the Agency payment of any Fee due;
- (m) the Client will at all times treat all Temporary Workers with due respect and dignity and in particular must take all steps within its control to avoid any unlawful discriminatory treatment of each of them;
- (n) the Client undertakes not to require a Temporary Worker to perform the duties normally performed by a Temporary Worker who is taking part in official industrial action.
- (o) When an Agency Worker is to be supplied under an Assignment, the Client will:
 - (p) Before the start of each Assignment (regardless of whether that Assignment is to last for more or for less than 12 weeks) confirm to the Agency, in writing, the relevant terms and conditions relating to pay, the duration of working time, night work, rest periods, rest breaks and annual leave (as defined in Regulation 6 of AWR 2010) of any employees (or workers) working for the Client and engaged in the same or broadly similar work as that for which the Agency Worker is required in respect of that Assignment having regard, if relevant, to whether they have a similar level of qualification and skills; and
 - (q) comply, within seven days, to any written request to provide the Agency with the information specified in Regulation 14(3)(a) of AWR 2010, in particular:
 - (i) the number of Agency Workers that it is currently being supplying to the Client;
 - (ii) the parts of the Client's undertaking in which those Agency Workers are working; and
 - (iii) the type of work those Agency Workers are carrying out;
- (r) not allow any Agency Worker to undertake any work other than that which has been specified in the corresponding Assignment;
- (s) insofar as it lies within the Client's power to do so, ensure that the Agency Worker receives any rights in relation to basic working and employment conditions to which they are entitled under Regulation 5 of AWR 2010;
- (t) ensure that, unless less favourable treatment is justified on objective grounds, the Agency Worker is treated no less favourably than a comparable worker in relation to the collective facilities and amenities provided by the Client (as these terms are defined in AWR 2010);
- (u) ensure that during the Assignment the Agency Worker is informed of any relevant vacant posts with the Client to give the Agency Worker the same opportunity as a comparable worker to find permanent employment with the Client;
- (v) do nothing to cause the Agency to be in breach of its obligations under AWR 2010.
- (w) The Client acknowledges and agrees that the Client shall:

- (x) advise the Agency at the time of instructing the Agency to supply any Temporary Worker whether during the course of the Assignment, the Temporary Worker will be required to work with, care for or attend one or more vulnerable persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006;
- (y) assist the Agency by providing any information required to allow the Agency to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 and to allow the Agency to Introduce a suitable Temporary Worker for the Assignment; and
- (z) will provide sufficient information to the Agency to allow it to discharge its statutory obligations, in particular in the event the Client removes a Temporary Worker from an Assignment in circumstances which would require the Agency to provide information to the Independent Safeguarding Authority (or equivalent authority) under the Safeguarding Vulnerable Groups Act 2006.
- (aa) The parties agree that the Agency is free to determine whether it engages Agency Workers, Consultancies or Self-employed Operatives to provide the Services under this Agreement.
- (bb) The Client warrants that the Self-employed Operatives will not be subject to, and neither is there a right, for the Client or any party to exercise any supervision, direction or control over the manner in which the Self-employed Operatives provide the services during or under any Assignment. The Client acknowledges and agrees that the Agency will rely on the warranty provided under this clause (bb) in good faith.
- (cc) The Client will on demand and in full indemnify the Agency for any costs (including legal costs and professional fees), expenses, damages, liability and Losses incurred by the Agency, including the determination of any tax, National Insurance contributions, interest and penalties imposed by HM Revenue & Customs and any other relevant government or public body where it is found that the terms of the warranty provided at clause (bb) of this Agreement are false, inaccurate, or not adhered to, regardless of whether or not the Client had knowledge of the inaccuracy or the failure to comply with the terms of the warranty at clause (bb) of this Agreement.
- (dd) When requesting the Agency to Introduce Temporary Workers to the Client for a vacancy, the Client will:
- (ee) provide the following information to the Agency:
 - (i) the Client's full corporate name, address and registered number (or if it is not incorporated, its full business and trading name and address), and the nature of its business;
 - (ii) the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;
 - (iii) any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
 - (iv) the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body;
 - (v) any expenses payable by or to the Temporary Worker;
 - (vi) the minimum rate of remuneration, the intervals of payment and any other benefits;

- (vii) the length of notice to which the Temporary Worker would be entitled to receive or be required to give for termination of employment;
 - (viii) whether the Client intends to engage the Temporary Worker otherwise than as an employee on a contract of service;
 - (ix) whether the vacancy entails caring for or attending one or more vulnerable persons, including persons under the age of 18 and/or any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention.
- (ff) satisfy itself as to the suitability of any Temporary Worker for the vacancy for which the Temporary Worker has been Introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to:
- (i) ensure, where appropriate, that the Temporary Worker is capable of operating any equipment to the necessary level;
 - (ii) obtain any certificate of sponsorship or permit needed to enable the Temporary Worker to work in the United Kingdom; and
 - (iii) ensure that the Temporary Worker satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- (gg) notify the Agency immediately on the occurrence of the first of the following events:
- (i) a Temporary Worker accepts an offer of employment from the Client; or
 - (ii) the commencement of an Engagement by a Temporary Worker.
- (hh) The Client will:
- (ii) comply with all other obligations, duties and regulations, whether statutory or otherwise including those relating to the place, nature or system of work, in any way arising from or directly or indirectly connected with the services rendered by a Temporary Worker;
 - (jj) assist the Agency in complying with the Agency's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by the Agency; and
 - (kk) do nothing to cause the Agency to be in breach of its obligations under the Working Time Regulations 1998, and where the services of a Temporary Worker are required or may be required for more than 48 hours in any week, notify the Agency of this requirement before the commencement of that week.
- (ll) The Client:
- (mm) confirms that it is not aware of anything which will cause a detriment to the interests of the Temporary Worker or the Client if it Engages that Temporary Worker to fill a vacancy or in any Assignment; and
 - (nn) will inform the Agency immediately if it becomes aware of any circumstances which would render any Engagement or Assignment detrimental to the interests of the Temporary Worker or the Client.
 - (oo) When requesting the Agency to Introduce Temporary Workers to the Client for a vacancy, if the Client is to lend money to the Temporary Worker in order to meet travel or other expenses, the Client will notify the Agency and:
 - (pp) will provide the terms of such loan to the Agency; and

- (qq) warrants that the repayment terms of such loan will not require the Temporary Worker to repay a greater sum than the sum lent.

7. Timesheets

- (a) At the end of each week of an Assignment, or at the end of the Assignment where it is for a period of one week or less, the Client will sign the Agency's time sheet for each Temporary Worker verifying the number of hours worked by that Temporary Worker during that week. If the Client is unable to sign the time sheet, then it may be approved electronically, including by email or online via a portal (whichever is applicable).
- (b) Unless specific signatories of time sheets are notified to the Agency, in advance in writing, the person signing the time sheets (whether electronically or otherwise) on the Client's behalf shall be deemed duly authorised to do so. The Client undertakes to check the time sheet before the Client signs it and in the event that any lunch breaks or bank holidays are signed for, the Fees in respect of this must be paid.
- (c) The Client's signature on the time sheet (whether electronically or otherwise) will be confirmation of the number of hours worked. If the Client does not sign the time sheet because it disputes the number of hours claimed, the Client will inform the Agency as soon as reasonably practicable and will co-operate fully and promptly with the Agency to establish what hours, if any, were worked by the Temporary Worker. Any failure by the Client to sign the time sheet will not absolve the Client's obligation to pay the Fees in respect of the hours worked by the Temporary Worker.
- (d) The Temporary Worker or the Supplier will be paid as appropriate by the Agency immediately on receipt of a time sheet signed by the Client, which will be deemed conclusive evidence that the Client:
 - (e) is satisfied with the work done by the Temporary Worker;
 - (f) agrees to and accepts these Terms and Conditions; and
 - (g) agrees to pay the Fees in accordance with clause 4 in full and without dispute or deduction.
- (h) The Client will not be entitled to decline to sign a time sheet on the grounds that it is dissatisfied with the Temporary Worker's work. Where the Client is dissatisfied with the work, the Client agrees it will not absolve the Client's obligation to pay the Fees in respect of the hours worked by the Temporary Worker.
- (i) The Client agrees that by confirming delivery of the Recruitment Services it also agrees that the Recruitment Services have been provided satisfactorily or the specified deliverables have been delivered in accordance with this Agreement.

8. IR35 Compliance

- (a) This clause 8 relates only to circumstances where the Agency utilises the services of a Consultancy to provide the Services.
- (b) It is the responsibility of the Client to provide a Status Determination Statement to Sarah Benson (the 'Nominated Person') by email to accounts@nationallocums.co.uk. The Client accepts that unless a Status Determination Statement is given to the Nominated Person, the Client will not have given a Status Determination Statement to the Agency in accordance with Section 61N(8)(za) ITEPA 2003.

- (c) Where the Agency, the Supplier or the Consultant, subject to clause 8.4, disagrees with the Status Determination Statement issued by the Client pursuant to clause 8.2, the Agency will notify the Client of the disagreement, together with reasons for the disagreement.
- (d) If the Client is aware of the Consultant or the Supplier, without the Agency's knowledge, making representations to the Client that the conclusion mentioned in any Status Determination Statement is incorrect, the Client agrees to notify the Agency immediately. The Client agrees to provide the Agency with a copy of said representation and/or response to the representation, together with details of the date such representations were made to the Client, and the date of the response to such representations.
- (e) In circumstances where the Agency, the Consultant or the Supplier submits a disagreement to a Status Determination Statement issued by the Client and following review of the disagreement, the Client issues a new Status Determination Statement, the Client will forward the new Status Determination Statement to the Nominated Person, as set out in clause 8.2.
- (f) If HM Revenue & Customs notify the Client (whether verbally or in writing) that HM Revenue & Customs intend to conduct any enquiries which may include matters relating to whether the IR35 Legislation applies to the Services, the Client agrees to notify the Agency immediately.

9. Termination of an Assignment

- (a) The Client or the Agency or the Temporary Worker may terminate an Assignment at any time by providing the other with one week's notice in writing.
- (b) If an Assignment is terminated early, the Agency may reduce or cancel the Fees for the time worked by that Temporary Worker, provided that:
- (c) the Assignment terminates within 2 hours of the Temporary Worker commencing the Assignment; and
- (d) the Client provides to the Agency confirmation in writing of the unsuitability of the Temporary Worker, including reasonably satisfactory evidence, within 2 hours of the termination of the Assignment.
- (e) The Client will notify the Agency immediately, and in any event within two hours, if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.
- (f) The Agency will notify the Client without delay if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment, and the Agency shall be entitled to terminate the Assignment with immediate effect and without any liability. Notwithstanding, the Client shall remain liable for all Fees prior to the termination of the Assignment.
- (g) If the Client breaches any term of this Agreement, the Agency may withdraw, without notice, any Temporary Workers supplied without incurring any liability to the Client.

10. Confidentiality

- (a) All Introductions are confidential. All work undertaken by the Agency for the Client in respect of the Introduction of a Temporary Worker to the Client will be for the private and confidential use of the Client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of the Agency.

- (b) Each Party ('Receiving Party') will keep the confidential information of the other Party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose of and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause (b), and ensure that the Receiving Party's officers, employees and agents meet the obligations.
- (c) The obligations of clause (b) will not apply to any information which:
- (d) was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
- (e) is, or becomes, publicly available through no fault of the Receiving Party;
- (f) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- (g) was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or
- (h) is required to be disclosed by order of a court of competent jurisdiction.
- (i) The obligations set out in this clause 10 will survive termination of this Agreement.

11. Data protection

- (a) The parties will comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 or other applicable data protection legislation.

12. Warranties, liability and indemnities

- (a) While the Agency will make reasonable efforts to ensure reasonable standards of skills, integrity and reliability in Temporary Workers and to comply with the Client's requirements, the Client accepts and agrees that the Agency gives no warranty as to the suitability of any Temporary Worker for any Assignment or vacancy.
- (b) The Client acknowledges that Assignments are agreed in good faith by the Agency, but the arrival of Temporary Workers at the Client's premises (or location where the work is to be carried out under an Assignment) cannot be guaranteed by the Agency. The Agency accepts no liability for any Losses, damage, expense or costs incurred or suffered by the Client through the delay or failure of any Temporary Worker in attending the Client's premises (or location where the work is to be carried out under an Assignment).
- (c) The Agency confirms that, in supplying any Temporary Worker to the Client, it is not aware of anything which will cause any detriment to the interests of that Temporary Worker or the Client if the Temporary Worker fulfils the Assignment.

- (d) Neither the Agency nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction or supply of a Temporary Worker to the Client or with any failure by the Agency to introduce or supply a Temporary Worker for all or part of any period booked by the Client (except that in the latter case the Client may be entitled to a reduction or cancellation of the Fee payable), unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of the Agency. In particular, but without limitation, the Agency will not be liable for any loss, injury, damage, expense or delay arising from, or in any way connected with:
- (e) any failure of the Temporary Worker to meet the Client's requirements for all or any of the purposes for which the Temporary Worker is required by the Client; or
- (f) any act or omission of a Temporary Worker, whether willful, negligent, fraudulent, dishonest, reckless or otherwise;
- (g) any loss, injury, damage, expense or delay suffered by a Temporary Worker.
- (h) Except in the case of death or personal injury caused by the Agency's negligence, the liability of the Agency under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Fee(s) paid or due to be paid by the Client to the Agency under this Agreement. The Agency will not be liable for any matter not reported to it within 2 days of its occurrence. The provisions of this clause (h) will not apply to clause (j).
- (i) Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause (i) will not apply to clauses 6(cc) and (j).
- (j) The Client will indemnify and hold harmless the Agency from and against all Claims and Losses arising from loss, damage, liability, injury to the Agency, its employees and third parties, by reason of or arising out of:
 - (k) any loss, injury, expense or delay suffered or incurred by a Temporary Worker, however caused; and/or
 - (l) any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Temporary Worker, whether willful, negligent, fraudulent, dishonest, reckless or otherwise; and/or
 - (m) any loss, injury or delay suffered or incurred by the Agency as a result of any act or omission of the Clientthat arises directly or indirectly out of or is in any way connected with the relevant Assignment or Introduction, any information supplied by the Client to the Agency or the Client's breach of this Agreement.
- (n) Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

13. Termination of this Agreement

- (a) Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice to the other Party ('Other Party'). The notice will take effect as specified in the notice:
- (b) if the Other Party is in breach of its obligations under this Agreement. If the breach is capable of remedy within 5 days but the breach is not remedied within 10 days by the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
- (c) if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- (d) On termination of this Agreement, the Client will pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Agency for the performance of the Recruitment Services prior to the date of termination.

14. General

- (a) **Force majeure:** Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in the performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.
- (b) **Amendments:** No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.
- (c) **Assignment and subcontracting:** Subject to the right set out in this clause, the Client may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the Agency. The Parties may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement. The Agency may sub-contract or delegate any of its obligations under this Agreement to any third party, agent or Supplier without the prior written consent of the Client.
- (d) **Entire agreement:** This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- (e) **Waiver:** No failure or delay by the Agency in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

- (f) **Agency, partnership, etc:** This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- (g) **Severance:** If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- (h) **Announcements:** No Party will issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party will be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.
- (i) **Interpretation:** In this Agreement unless the context otherwise requires:
 - (j) words importing any gender include every gender;
 - (k) words importing the singular number include the plural number and vice versa;
 - (l) words importing persons include firms, companies and corporations and vice versa;
 - (m) references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
 - (n) reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
 - (o) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
 - (p) the headings to the clauses and paragraphs of, and schedules to, this Agreement are not to affect the interpretation;
 - (q) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - (r) where the word 'including' is used in this Agreement, it will be understood as meaning 'including without limitation'.
- (s) **Notices:** Any notice or other communication required to be given to a party under or in connection with this Agreement must be in writing (either by first class post or email), signed by a statutory officer of the party giving the notice and must be sent to:
 - (t) in the case of the Agency, Natasha Nicklin, 7b Clarendon Drive, Wymbush, Milton Keynes, Buckinghamshire, England, MK8 8ED, or if by email to, contact@nationallocums.co.uk; and
 - (u) in the case of the Client, the last postal or email address to which the Agency has sent correspondence to the Client.

Any notice given in accordance with clause 14.10 of this Agreement will be deemed to have been received:

- (v) if notice is given by post, 48 hours after postage – proof of postage must be retained by the sender; and
- (w) if notice is given by email, immediately after sending, unless the sender receives notification that the email failed to deliver and/or was not received by the recipient.
- (x) **Law and jurisdiction:** The validity, construction and performance of this Agreement is governed by English and Welsh law and will be subject to the exclusive jurisdiction of the English and Welsh courts to which the Parties submit.
- (y) **Third parties:** For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Please note a revised set of terms, personalised to your business may be issued to you, subject to variations or amendments to assignments, credit and/or due diligence checks.

SIGNED: DATE.....

FOR AND ON BEHALF OF NATIONAL LOCUMS LTD

PRINT NAME:

CAPACITY:

SIGNED: DATE.....

FOR AND ON BEHALF OF THE CLIENT

PRINT NAME:

CAPACITY:

Schedule 1

Transfer Fees

The Transfer Fee referred to in clause 5 shall be agreed in writing between the Agency and the Client. If the parties do not agree the amount of the Transfer Fee, then the Agency can charge a fee calculated as follows:

- as 20% of the Remuneration payable to the Temporary Worker during the first 12 months of the Engagement or that would be payable if the Engagement were to last 12 months, in accordance with the table of fees set out below in this Schedule 1; or
- if the actual amount of the Remuneration is not known, the Fees multiplied by 500.

Period of Extended Hire

The Period of Extended Hire, referred to in clause 5 before the Client Engages a Temporary Resource shall be agreed in writing between the Employment Business and the Client. If the parties do not agree the length of the Period of Extended Hire, then the period shall be 20 weeks.