

CONTRACT WITH THE CLIENT (CLIENT TERMS OF BUSINESS) FOR THE SUPPLY OF CONTRACTORS

1. DEFINITIONS

1.1. In these Terms the following definitions apply:

“Assignment”	means the supply of the Contractor by the Employment Business to the Client for a position which the Client seeks to fulfil
“Assignment Period”	means the period during which an Assignment is undertaken
“Business Day”	means a day other than a Saturday, Sunday or public holiday when banks in London are open for business
“Charges”	has the meaning given in clause 3.1
“Client”	means the person, firm or corporate body who enters into this Contract for the supply a person for a position which such person, firm or corporate body seeks to fulfil
“Confirmation Form”	means the confirmation form provided by the Employment Business to the Client in accordance with clause 4.3 which sets out (amongst other things) details of the Individual, the Contractor’s hourly rate and notice periods
“Contract”	means the contract between the Employment Business and the Client which is formed in accordance with clause 2.2
“Contractor”	means the contractor which the Employment Business supplies to the Client for an Assignment
“Employment Business”	means National Locums Ltd a company incorporated and registered in England and Wales with registered company number 06808451 whose registered office address is at 7 Clarendon Drive, Wymbush, Milton Keynes, MK8 8ED
“Engagement”	means the engagement, employment or use of a Contractor’s services directly by the Client or by any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement and “Engages” and “Engaged” shall be interpreted accordingly
“Individual”	means the individual (whether an employee, officer or representative of the Contractor) supplied by the Contractor for an Assignment and (where applicable) whose name is set out on the Confirmation Form
“Introduction”	means (i) the Client’s interview of an officer, employee, or representative of a Contractor, in person or by telephone, following the Client’s instruction to the Employment Business to supply a contractor or (ii) the passing to the Client of information which identifies a Contractor and which leads to an Engagement (as applicable) and “Introduced” and “Introduce” shall be interpreted accordingly
“Introduction Fee”	means the fee payable in accordance with clause 7.2.1.2 below and Regulation 10 of the Regulations
“Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
“Relevant Period”	means whichever of the following periods ends later: the period of 8 weeks commencing on the day after the day on which the Contractor last worked for the Client pursuant to an Assignment; or the period of 14 weeks commencing on the first day of the Assignment Period, if there has been more than one Assignment

and there has been a period of more than 42 days (6 weeks) between such Assignments the period of 14 weeks shall commence on the first day of the Assignment Period for the most recent Assignment

“Remuneration”	includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client
“Terms”	means the Employment Businesses’ terms of business which are set out in this document
“Transfer Fee”	means the fee payable in accordance with clause 7.1.1.2 or 7.3.1 (as applicable) below and Regulation 10 of the Regulations.
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994.

1.2 In these Terms unless the context otherwise requires:

- 1.2.1 words importing the singular include the plural, words importing any gender include every gender and a reference to persons includes bodies corporate and unincorporate and (in each case) vice versa;
- 1.2.2 the words **“including”** or **“include”** and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
- 1.2.3 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- 1.2.4 any reference to a party in these Terms includes a reference to its successors in title and permitted assigns; and
- 1.2.5 the headings in these Terms are for ease of reference only and shall not affect the interpretation or construction of these Terms.

2. THE CONTRACT

- 2.1. The Employment Business operates as an “employment business” (as defined in section 2 of the Regulations) in relation to the Client.
- 2.2. These Terms are deemed to be accepted by the Client on the earlier of: the Client instructing the Employment Business to supply a contractor to the Client for a position which the Client seeks to fulfil; the Client providing the information set out in clause 4.1 to the Employment Business; the Client’s request for details of available contractors from the Employment Business in connection with a position which the Client seeks to fulfil; the passing of any information about a Contractor to the Client by the Employment Business; the Client interviewing or Engaging a Contractor; or the passing of any information to any third party by the Client of a Contractor following an Introduction, at which point the **“Contract”** will come into existence.
- 2.3. The Contract constitutes the entire agreement between the parties and unless otherwise agreed in writing by a director of the Employment Business, these Terms prevail over any terms of business or purchase conditions the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. CHARGES

- 3.1. The Client shall pay the hourly charges of the Employment Business set out in its invoice issued in accordance with clause 3.2. The charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour) during the Assignment by reference to the Contractor’s hourly rate set out on the Confirmation Form (the **“Contractor’s Hourly Rate”**) and shall include:
 - 3.1.1. the Employment Businesses’ commission calculated as a percentage of the Contractor’s Hourly Rate; and
 - 3.1.2. any travel, hotel or other expenses which the Client has agreed in advance to pay or, if there is no such agreement, such expenses as the Employment Business determines is reasonable (in its sole discretion),and all sums due to the Employment Business referred to in this clause 3.1 shall be known as the **“Charges”**.
- 3.2 The Employment Business shall submit an invoice to the Client for the Charges on a [weekly/monthly] basis and the Client shall pay such Charges within 30 days of the date of the Employment Businesses’ invoice.
- 3.3 If the Client fails to make any payment due to the Employment Business under these Terms by the due date for payment, then the Employment Business reserves the right to charge interest on any overdue amounts 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 actual payment of the overdue amount. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

3.4 The Charges and all other sums due under these Terms are exclusive of amounts in respect of VAT. The Client shall (if applicable) pay to the Employment Business such additional amounts in respect of VAT as are chargeable.

3.5 The Employment Business shall not be required to pay any rebates to the Client in respect of the Charges (or any other sums) due to the Employment Business.

4. INFORMATION TO BE PROVIDED

4.1. To enable the Employment Business to select a suitable contractor for a position which the Client seeks to fulfil, the Client shall provide the Employment Business with the following information when it instructs the Employment Business to supply a contractor to the Client:

4.1.1. the identity of the Client and (if applicable) the nature of the Client's business;

4.1.2. details of the position which the Client is seeking to fulfil (including details of the type of work, location at which and the hours during which the contractor would be required to work and details of the services which the Client requires the contractor to provide);

4.1.3. the date on which the Client requires the contractor to commence the position which the Client is seeking to fulfil and the duration (or estimated duration) of such position; and

4.1.4. any expenses which are payable by or to the contractor who fulfils the position which the Client is seeking to fulfil.

4.2. Subject to clause 4.3, upon receipt of the information set out at clause 4.1, the Employment Business will use its reasonable endeavours to provide information to the Client which identifies a contractor for the position which the Client seeks to fulfil in accordance with the information provided to the Employment Business under clause 4.1. If the Employment Business provides such information to the Client, the Employment Business shall, at the same time as it provides such information provide details of: the identity of the contractor; that the contractor has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the position which the Client seeks to fulfil; whether the contractor will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and whether that contractor is willing to work in the position which the Client seeks to fulfil. The Client acknowledges that the Employment Business shall not be obliged to provide information to the Client which identifies a contractor for any position that the Client seeks to fulfil and that the Employment Business has no authority to compel a contractor to fulfil a position with the Client and/or provide any services to the Client. The Employment Business shall not be liable for any losses, costs, damages or expenses incurred by the Client arising from or in connection with the Employment Businesses' failure to provide a contractor to the Client.

4.3. If the Employment Business provides information to the Client pursuant to clause 4.2, the Client shall notify the Employment Business as soon as reasonably practicable if it wishes to engage such contractor in the position which the Client seeks to fulfil and if the Client notifies the Employment Business that it wishes to engage such contractor that contractor shall be deemed to be the Contractor for the purposes of this Contract and that position shall be deemed to be the Assignment for the purposes of this Contract.

4.4. Subject to clause 4.4, where the information referred to in clause 4.2 is not given in paper form or by electronic means, it shall be confirmed by such means by the end of the third Business Day following the day on which the Employment Business provides such information to the Client.

4.5. The provisions of clause 4.4 will not apply if the Assignment is one in which the contractor has worked in the same position for which it has been previously supplied within the previous five Business Days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

4.6. The Client shall promptly notify the Employment Business of any health and safety matters about which the Employment Business is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Businesses' duties under the Working Time Regulations 1998 (if applicable) by promptly 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 the Working Time Regulations 1998. Where the Client requires or may require the services of the Contractor for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

4.7. The Client shall make such enquiries as is reasonably practicable to establish whether it would be detrimental to the interests of the Contractor to fulfil the Assignment and warrants that it knows of no reason why it would be detrimental to the interests of the Contractor to carry out the Assignment.

5. TIME SHEETS

- 5.1. On Sunday of each week of the Assignment (or on the final day of the Assignment Period where the Assignment is for a period of less than one week) the Client shall sign the Employment Businesses' time sheet verifying the number of hours worked by the Contractor during that week or during the Assignment Period where the Assignment is for a period of less than one week (as applicable).
- 5.2. Signature of the Employment Businesses' time sheet by the Client pursuant to clause 5.1 is confirmation of the number of hours worked by the Contractor during that week of the Assignment or during the Assignment Period where the Assignment is for a period of less than one week (as applicable). If the Client does not sign the time sheet produced for authentication by the Contractor because the Client disputes the number of hours worked and/or claimed by the Contractor, the Client shall inform the Employment Business immediately 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 Contractor. Failure to sign the Employment Businesses' time sheet does not absolve the Client's obligation to pay the Charges in accordance with clause 3.
- 5.3. The Client shall not be entitled to refuse to sign the Employment Businesses' timesheet pursuant to clause 5.1 on the basis that it is dissatisfied with the work performed and/or services provided by the Contractor during the Assignment.

6. PAYING THE CONTRACTOR

- 6.1. The Employment Business is responsible for paying the Contractor in connection with the Assignment.

7. TRANSFER AND INTRODUCTION FEES

7.1 Where there has been a supply

- 7.1.1 If the Contractor is Engaged directly by the Client (i.e. enters into a direct contractual relationship with the Client) or is Engaged by a third party employment business to be supplied to the Client and such Engagement takes place before the expiry of the Relevant Period the Client shall either:
 - 7.1.1.1 subject to clause 7.1.2, elect to Engage the Contractor for an extended period of hire the length of which will be agreed between the parties, provided the Client gives the Employment Business at least 7 days' written notice prior to Engaging the Contractor directly or prior to the Engagement of the Contractor by a third party employment business who will supply the Contractor to the Client. If the parties are unable to agree the length of the period of extended hire pursuant to this clause 7.1.1.1 the provisions of clause 7.1.3 shall apply; or
 - 7.1.1.2 pay the Transfer Fee to the Employment Business within 30 days of the date of the Employment Businesses' invoice, the amount of such Transfer Fee will be agreed between the parties. If the parties are unable to agree the amount of the Transfer Fee payable pursuant to this clause 7.1.1.2 the provisions of clause 7.1.4 shall apply.
- 7.1.2 If the Client does not provide at least 7 days' written notice to the Employment Business prior to it Engaging the Contractor directly or prior to the Engagement of the Contractor by a third party employment business who will supply the Contractor to the Client in accordance with clause 7.1.1.1, the parties agree that the Client shall pay the Transfer Fee to the Employment Business in accordance with clause 7.1.1.2.
- 7.1.3 If the Client elects to Engage the Contractor for an extended period of hire in accordance with clause 7.1.1.1 and the parties are unable to agree the length of the period of extended hire pursuant to clause 7.1.1.1, the length of the extended period of hire shall be 20 weeks and the Client shall be required to pay the Employment Businesses' Charges at the rates which applied immediately before the Client provided notice of its election to the Employment Business in accordance with clause 7.1.1.1.
- 7.1.4 If the parties are unable to agree the amount of the Transfer Fee payable pursuant to clause 7.1.1.2, the Transfer Fee shall be either: 17.5% of the Remuneration applicable during the first 12 months of the Engagement; or, if the actual amount of the Remuneration is not known, the hourly charges set out in the Employment Businesses' most recent invoice payable in accordance with clause 3 shall be multiplied by 300. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

7.2 Where there has been an introduction but no supply

- 7.2.1 If the Employment Business has Introduced the Contractor to the Client, but such Introduction does not result in the Engagement of the Contractor by the Client for a position which the Client seeks to fulfil but instead results in the Client directly Engaging the Contractor or results in a third party employment business Engaging the Contractor to supply the Contractor to the Client during a period of 6 months from the date the Employment Business Introduces the Contractor to the Client, the Client shall either:
 - 7.2.1.1 subject to clause 7.2.2, elect to Engage the Contractor for a period of hire the length of which will be agreed between the parties, provided the Client gives the Employment Business at least 7 days' written notice prior to it Engaging the Contractor directly or prior to the Engagement of the Contractor by a third party employment business who will supply the Contractor to the Client. If the parties are unable to agree the length of the period of hire pursuant to this clause 7.2.1.1 the provisions of clause 7.2.3 shall apply; or
 - 7.2.1.2 pay the Introduction Fee to the Employment Business within 30 days of the date of the Employment Businesses' invoice, the amount of such Introduction Fee will be agreed between the parties. If the

parties are unable to agree the amount of the Introduction Fee payable pursuant to this clause 7.2.1.2 the provisions of clause 7.2.4 shall apply.

- 7.2.2 If the Client does not provide at least 7 days' written notice to the Employment Business prior to it Engaging the Contractor directly or prior to the Engagement of the Contractor by a third party employment business who will supply the Contractor to the Client in accordance with clause 7.2.1.1, the parties agree that the Client shall pay the Introduction Fee to the Employment Business in accordance with clause 7.2.1.2.
- 7.2.3 If the Client elects to Engage the Contractor for a period of hire in accordance with clause 7.2.1.1 and the parties are unable to agree the length of the period of hire pursuant to clause 7.2.1.1, the length of the period of hire shall be 20 weeks and the Client shall be required to pay the Employment Businesses' current hourly charges at the rates which applied immediately before the Client provided notice of its election to the Employment Business in accordance with clause 7.2.1.1.
- 7.2.4 If the parties are unable to agree the amount of the Introduction Fee payable pursuant to clause 7.2.1.2, the Introduction Fee shall be either: 17.5% of the Remuneration payable to the Contractor during the first 12 months of the Engagement; or, if the actual amount of the Remuneration is not known, the Employment Businesses' current hourly charges shall be multiplied by 300. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

7.3 Where there has been Introduction to and Engagement by a Third Party

- 7.3.1 If the Client passes information to a third party which identifies the Contractor who has been supplied by the Employment Business to the Client for an Assignment, which results in the Engagement of the Contractor by such third party before the expiry of the Relevant Period, the Client shall pay a Transfer Fee to the Employment Business within 30 days of the date of the Employment Businesses' invoice, the amount of such Transfer Fee will be agreed between the parties. If the parties are unable to agree the amount of the Transfer Fee payable pursuant to this clause 7.3.1, the Transfer Fee shall be either: 17.5% of the Remuneration applicable during the first 12 months of the Engagement; or, if the actual amount of the Remuneration is not known, the hourly charges set out in the Employment Businesses' most recent invoice payable in accordance with clause 3 shall be multiplied by 300. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

7.4 Inability to supply during the extended period of hire or the period of hire

- 7.4.1 If the Client elects to Engage the Contractor for an extended period of hire pursuant to clause 7.1.1.1 or for a period of hire pursuant to clause 7.2.1.1, but before the end of such extended period of hire or period of hire (as applicable):

7.4.1.1 the Client Engages the Contractor supplied by the Employment Business directly;

7.4.1.2 the Contractor is Engaged by a third party employment business to be supplied to the Client;
or

7.4.1.3 the Employment Business is unable to supply the Contractor to the Client during such extended period of hire or period of hire (as applicable) unless the Employment Business is at fault,

the Transfer Fee or the Introduction Fee (as applicable) shall be payable in accordance with clause 7.1.1.1 or clause 7.2.1.1 (as applicable) but the Employment Business may decide (in its sole and reasonable discretion) to reduce the Transfer Fee or the Introduction Fee (as applicable) by a percentage which it deems reasonable to reflect the period of extended hire or period of hire already undertaken by the Contractor and paid for by the Client.

8. LIABILITY

- 8.1. Nothing in this Contract limits or excludes either parties' liability for:

- 8.1.1. death or personal injury caused by its negligence;
- 8.1.2. fraud or fraudulent misrepresentation; or
- 8.1.3. any other liability which cannot be limited or excluded by applicable law.

- 8.2. Subject to clause 8.1, the Employment Business shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for:

- 8.2.1. loss of profits;
- 8.2.2. loss of sales or business;
- 8.2.3. loss of agreements or contracts;
- 8.2.4. loss of anticipated savings;
- 8.2.5. loss of or damage to goodwill;

- 8.2.6. loss of use or corruption of software, data or information; and
- 8.2.7. any indirect or consequential loss.
- 8.3. Subject to clause 8.1 and clause 8.2, the Employment Businesses' total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to an amount equivalent to 125% of the Charges paid by the Client to the Employment Business in the 12 month period immediately preceding the date on which the claim arose.
- 8.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
- 8.5. The Contractor and the Individual are deemed to be under the direction, control and supervision of the Client for the duration of the Assignment Period. The Employment Business shall not be liable for any loss, liability, costs (including reasonable legal costs), damages or expenses incurred by the Client as a result of or in connection with:
 - 8.5.1. the Contractor or the Individual (as applicable) failing to carry out the Assignment or failing to carry out the Assignment in accordance with the Client's requirements (whether contractual or otherwise) or if the Contractor terminates the Assignment during the Assignment Period; and
 - 8.5.2. any negligent or reckless act, dishonesty, misconduct, lack of skill, omission or default of the Contractor or the Individual (as applicable) during the Assignment.
- 8.6. The Client shall indemnify the Employment Business in respect of any loss, liability, costs (including reasonable legal costs), damages or expenses suffered or incurred by the Employment Business in connection with any claim made against the Employment Business by any third party arising out of or in connection with:
 - 8.6.1. the Contractor or the Individual (as applicable) failing to carry out the Assignment or failing to carry out the Assignment in accordance with the Client's requirements (whether contractual or otherwise) or if the Contractor terminates the Assignment during the Assignment Period;
 - 8.6.2. any negligent or reckless act, dishonesty, misconduct, lack of skill, omission or default of the Contractor or the Individual (as applicable) during the Assignment; and
 - 8.6.3. the Client's breach, negligent performance or failure or delay in performance of this Contract and/or an Assignment.
- 8.7. The Client will comply and shall procure that the Contractor and the Individual comply in all respects with all relevant statutes, by-laws and legal requirements.
- 8.8. The Client shall maintain in force full and effect comprehensive public liability insurance and insurance against such other or further risks relating to the Assignment as may be required by law or that a prudent business owner carrying out the functions of the Client would insure against.

9. SPECIAL SITUATIONS

- 9.1. Where the Contractor or the Individual is required by law or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of illness, disability, age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps (to the extent it is able) to procure and provide copies of:
 - 9.1.1. any relevant qualifications or authorisations of the Contractor or the Individual;
 - 9.1.2. two references from persons not related to the Individual who have agreed that the references they provide may be disclosed to the Client, andif the Employment Business is unable to do any of the above (as set out in clause 9.1.1 or 9.1.2) it shall inform the Client of the steps it has taken to obtain this information.
- 9.2. The Client undertakes not to request the supply of a Contractor or Individual to perform the duties normally performed by a person who is taking part in official industrial action or duties normally performed by someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

10. CONFIDENTIALITY

- 10.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 10.2 and this Contract.
- 10.2. Each party may disclose the other party's confidential information:

- 10.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 10; and
- 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 10.4. The provisions of this clause 10 will survive termination or expiry of this Contract.

11. TERMINATION

- 11.1. Either party may terminate this Contract by giving the other party written notice at any time and shall provide such amount of notice which is the greater of: the period of notice specified in the Confirmation Form; or 1 week.
- 11.2. Without affecting any other right or remedy available to it, either party may terminate this Contract at any time with immediate effect by providing written notice to the other party, if:
 - 11.2.1. the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified to make such payment;
 - 11.2.2. the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
 - 11.2.3. the other party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract or refuses or neglects to comply with any reasonable and lawful directions of the first party;
 - 11.2.4. the other party or the Consultant (as applicable) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts an order is made or a resolution is passed for the dissolution or winding-up of the other party or the Consultant (as applicable) or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or the Consultant (as applicable) or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or the Consultant (as applicable) or its trustees, officers, directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's or the Consultant's (as applicable) assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the other party or the Consultant (as applicable) takes or suffers any similar or analogous action in consequence of debt in any jurisdiction;
 - 11.2.5. the other party or the Contractor (as applicable) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 11.2.6. the Contractor or the Individual (as applicable) fails to carry out the Assignment or fails to carry out the Assignment in accordance with the Client's requirements (whether contractual or otherwise) or if the Contractor terminates the Assignment during the Assignment Period;
 - 11.2.7. the Individual commits any act of gross misconduct affecting the business of either party during the Assignment Period;
 - 11.2.8. the Contractor or Individual discloses to any person any confidential information concerning the business, affairs, customers, clients or suppliers of either party in breach of clause 10;
 - 11.2.9. the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - 11.2.10. the Individual is, in the reasonable opinion of either party, negligent or incompetent in the performance of the Assignment;
 - 11.2.11. the Individual dies, is incapable of managing his or her own affairs or becomes a patient under any mental health legislation or is ill or incapacitated (whether mental or physical) during the Assignment Period; or
 - 11.2.12. the contract entered into between the Employment Business and the Contractor in connection with the Assignment is terminated for any reason.
- 11.3. This Contract shall terminate automatically on completion or expiry of the Assignment.
- 11.4. The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that the Contractor or the Individual is unsuitable for the Assignment and in

such circumstances shall be entitled to terminate this Contract by providing written notice to the Client without liability to the Client.

12. CONSEQUENCES OF TERMINATION

12.1. On the date the Contract is terminated:

12.1.1. the Client will immediately pay to the Employment Business all outstanding charges and interest due under this Contract;

12.1.2. the Client shall promptly sign the Employment Businesses' time sheet verifying the number of hours worked by the Contractor during that week in respect of the Assignment but for which no invoice has been submitted. If the Client does not sign the time sheet because the Client disputes the number of hours worked and/or claimed by the Contractor, the Client shall inform the Employment Business immediately 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 Contractor. Failure to sign the Employment Businesses' time sheet does not absolve the Client's obligation to pay the Charges in accordance with clause 3. The Client shall not be entitled to refuse to sign the Employment Businesses' timesheet on the basis that it is dissatisfied with the work performed and/or services provided by the Contractor during the Assignment. The Employment Business shall calculate the charges due in accordance with clause 3.1 and will submit an invoice in respect of such charges which shall be payable immediately on receipt. The provisions of clauses 3.3 to 3.5 (inclusive) shall apply; and

12.1.3. each party shall within 30 days of the date of termination destroy (or arrange for the destruction of) all confidential information of the other party which a party holds or is responsible for, or at the other party's option, return (or arrange for the return of) all such confidential information to the other party and confirm in writing (at the other party's request) that it no longer holds any such confidential information.

12.2. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract will remain in full force and effect.

12.3. Termination of this Contract will not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.

13. GENERAL

13.1. **No partnership or agency.** Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of the other party.

13.2. **Assignment and other dealings.**

13.2.1. The Employment Business may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.

13.2.2. The Client may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Contract without the prior written consent of the Employment Business.

13.3. **Notices.**

13.3.1. Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

13.3.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.3.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, 1 Business Day after transmission.

13.3.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.4. **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

- 13.5. **Waiver.** A waiver of any right or remedy under this Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.6. **Third party rights.** A person who is not a party to this Contract shall not have any rights to enforce its terms.
- 13.7. **Variation.** No variation or alteration to this Contract shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing and a copy of the varied Contract is given to the Client stating the date on or after which such variations shall apply.
- 13.8. **Further assurance.** The Client shall promptly execute and deliver such documents, provide such information and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.
- 13.9. **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 13.10. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).