

## Employment Agency Terms and Conditions

### PARTIES:

- 1) Talentia Group Limited (registered company no. 11864017 of First Floor, Braebourne House Woodlands, Bradley Stoke, Bristol, England, BS32 4JT (“the Agency”)
- 2) Any person, firm or company to whom a Candidate is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate is Introduced (“the Client”)

### 1. Definitions

<b>Candidate</b>	means the individual Introduced by the Agency to the Client including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency’s own staff;
<b>Data Protection Laws</b>	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
<b>Engagement</b>	means the engagement (including the Candidate’s acceptance of the Client’s offer), employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client on a permanent or temporary basis; whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Candidate is an officer, employee or other representative; and “Engage”, “Engages”, “Engaged” and “Re-engages” shall be construed accordingly;
<b>Introduction</b>	means <ol style="list-style-type: none"> <li>a) The passing to the Client of a curriculum vitae or information which identifies the Candidate or;</li> <li>b) The Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Agency to search for a Candidate;</li> </ol> and, in either case, which leads to an Engagement of the Candidate; and “Introduces” and “Introduced” shall be construed accordingly;
<b>Introduction Fee</b>	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
<b>Introduction Period</b>	means the 12 months immediately following an Introduction;
<b>Losses</b>	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
<b>Minimum Fee</b>	means £2,500.00 (excluding VAT) or other such value as may be agreed in writing by a director of the Agency;
<b>Recruitment Services</b>	means conducting searches for Candidates for vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency;
<b>Remuneration</b>	includes gross base salary or fees, guaranteed bonus and commission earnings, allowances, inducement payments, and all other payments and taxable emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client for any third party. Where the Client provides a company car, £5,000 will be added to the salary in order to calculate the Agency’s fees;

<b>Replacement Candidate</b>	means any Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 4 weeks of the Engagement
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- 1.1. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
- 1.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. The Agreement

- 2.1. These Terms and the attached Schedule(s) (the “Terms”) is the entire agreement between the Agency and the Client for the provision of employment agency services.
- 2.2. This Agreement is deemed to be accepted by either a signature from an authorised representative of the Client or by the Clients request for, interview of or meeting with, or Engagement of a Candidate or the passing of any information about a Candidate to any third party after an Introduction.
- 2.3. Unless otherwise agreed in writing by a director of the Agency, this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
- 2.4. No variation or alternation to these Terms shall be valid unless the details of such variation are agreed between a director of the Agency and the Client and are set out in writing stating the date on or after which such varied terms shall apply.
- 2.5. The failure of the Agency to enforce at any particular time any one or more of the clauses of these Terms shall not be deemed a waiver of such rights or of the right to subsequently enforce these Terms
- 2.6. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when introducing Candidates to the Client for direct Engagement by that Client.
- 2.7. The Agency will provide the Recruitment Services to the Client in consideration for the Client’s paying the applicable Introduction Fee to the Agency, subject to these Terms.
- 2.8. For the duration of 12 months from the Introduction of a Candidate, the Agency shall have sole ownership of the Candidate as a result of the Agency’s Introduction of the Candidate to the Client. During this time, if a Client offers any employment directly or indirectly to the Candidate, the Client will be liable to pay the Agency a Fee in accordance with clause 5.

## 3. The Agency’s Obligations

- 3.1. 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.
- 3.2. The Agency will use reasonable endeavours to:
  - 3.2.1. ensure that it would not be detrimental to the interests of either the Client or the Candidate;
  - 3.2.2. 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;
  - 3.2.3. confirm the Candidates identity; and
  - 3.2.4. confirm that the Candidate is willing to work in the position;
- 3.3. At the same time as proposing a Candidate to the Client the Agency will inform the Client of such matters as detailed in clause 3.2 that the Agency has obtained confirmation of.
- 3.4. The Agency cannot guarantee to find a suitable Candidate for each vacancy and gives no warranties as to the suitability of any Candidate.
- 3.5. Whilst the Agency agrees to make every reasonable effort to ensure reasonable standards of skills, integrity, reliability and suitability of a Candidate introduced to the Client, it is the responsibility of the Client to satisfy itself on all such matters and on the suitability of any Candidate before commencing any Engagement.
- 3.6. Subject to the provisions of clause 3.2, the Agency shall not verify or otherwise check any Candidate details unless requested by the Client and agreed by the Agency in writing, howsoever they may be provided to the Client.

## 4. The Client’s Obligations

- 4.1. The Client acknowledges and agrees that:
  - 4.1.1. by requesting the Agency to carry out an act on its behalf, the Client authorises the Agency to act on the Client’s behalf for that purpose; and

- 4.1.2. by requesting the Agency to Introduce Candidates for a position, the Client authorises the Agency to advertise that position.
- 4.2. When requesting the Agency to Introduce Candidates for a vacancy, the Client will provide to the Agency the following information:
  - 4.2.1. 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;
  - 4.2.2. the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;
  - 4.2.3. any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
  - 4.2.4. 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;
  - 4.2.5. any expenses payable by or to the Candidate;
  - 4.2.6. the minimum rate of remuneration, the intervals of payment and any other benefits;
  - 4.2.7. the length of notice to which the Candidate would be entitled to receive or be required to give for termination of employment;
  - 4.2.8. whether the Client intends to Engage the Candidate otherwise than as an employee on a contract of service; and
  - 4.2.9. whether the vacancy involves working with vulnerable persons, including persons under the age of 18 or persons in need of care or attention by reason of old age, infirmity or any other circumstances.
- 4.3. 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.
- 4.4. 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).
- 4.5. The Client will satisfy itself as to the suitability of any Candidate for the vacancy for which the Candidate has been Introduced. Without prejudice to the generality of the above and unless otherwise requested in writing, the Client acknowledges and agrees that it is the Client's responsibility to:
  - 4.5.1. take up and verify references relating to the Candidate's qualifications, skills, character and experience;
  - 4.5.2. check the validity of the Candidate's qualifications;
  - 4.5.3. ensure, where appropriate, that the Candidate is capable of operating any equipment or machinery to the necessary level;
  - 4.5.4. obtain any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom; and
  - 4.5.5. ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 4.6. If the Client removes a Candidate from an Engagement in circumstances which would require the Agency to provide information to the Disclosure and Barring Service (or equivalent authority) under the Safeguarding Legislation, the Client will give enough information to the Agency to allow it to comply with its statutory obligations.
- 4.7. 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 5.
- 4.8. 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.
- 4.9. 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 4.2.
- 4.10. The Client shall inform the Agency as soon as reasonably practicable in the event that any relevant information changes following the submission of that information to the Agency.
- 4.11. It shall be the sole responsibility of the Client to obtain any required permits (including, but not limited to, work permits).
- 4.12. It shall be the sole responsibility of the Client to arrange for any required medical examinations or investigations.
- 4.13. The Client agrees to notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate.

- 4.14. The Client agrees to notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency.
- 4.15. 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 5 will be increased accordingly.
- 4.16. If, in the event that there is an Introduction of a Candidate which does not result in the Client Engaging the Candidate via the Agency, the Client then, without notifying the Agency, Engages that Candidate in any capacity within the Introduction Period, then the Client will be liable for an Introduction Fee calculated at 35% of the Candidate's annual Remuneration.
- 4.17. The Client is responsible for payment of Remuneration to the Candidate following Engagement.

## 5. Fees:

- 5.1. The Client will pay an Introduction Fee to the Agency in respect of each Candidate Engaged by the Client. The Introduction Fee will 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.
- 5.2. The standard Introduction Fee shall be calculated on 25% of the Candidates annual Remuneration unless otherwise agreed in writing by an authorised representative of the Agency.
- 5.3. The Client may request a Negotiation Meeting to discuss the availability of a three-tier pricing structure which includes options for fees ranging between 20% and 12.5% of the Candidate's annual Remuneration. To schedule a Negotiation Meeting please contact Guy Walker by email to [guy.walker@talentia.group](mailto:guy.walker@talentia.group).
- 5.4. The Client acknowledges that the Negotiation Meeting does not guarantee a fee reduction and is solely meant to explore potential pricing options based on the circumstances and needs of the Client.
- 5.5. The Agency reserves the right to modify or discontinue the three-tier pricing structure offering at any time, at its sole discretion.
- 5.6. Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance with clause 5.2 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.
- 5.7. 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 be calculated from the full-time equivalent salary for the period of up to 12 months from the original Engagement, subject to the Minimum Fee.
- 5.8. The Introduction Fee will become due immediately on the commencement of an Engagement, at which point the Agency shall render an invoice to the Client.
- 5.9. The payment of the Introduction Fee will be made to the Agency by the Client within 30 days of the date of the Agency's invoice.
- 5.10. The Introduction Fee charged for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by the Agency and Engaged by the Client, a further Introduction Fee will be payable.
- 5.11. Introduction Fees are for the Introduction of Candidates only and do not include any salary due to any Candidate. Unless the Candidate is self-employed, it is the Client's responsibility to account for any tax and national insurance contributions attributable to the Candidate.
- 5.12. All amounts stated are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.
- 5.13. If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, the Agency will be entitled:
  - 5.13.1. 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;
  - 5.13.2. to require the Client to pay, in advance, for any Recruitment Services (or any part of the Recruitment Services) which have not yet been performed; and
  - 5.13.3. not to perform any further Recruitment Services (or any part of the Recruitment Services).
- 5.14. The Clients obligations under this clause 5 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar right.

5.15. In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency or within 12 months of leaving the Agency, the Client shall be liable to pay the Agency a fee equivalent to the Introduction Fee calculated in accordance with clause 5.2. For the avoidance of doubt, the Client shall not be entitled to a refund for any fee due under this clause 5.15 in any circumstances.

## 6. Refunds

6.1. If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 10 weeks from the date of commencement of the Engagement; then the Client may be entitled to a partial refund of the Introduction Fee or free Replacement Candidate where:

6.1.1. It was paid on time, and;

6.1.2. The Engagement is terminated in line with the table below:

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

6.2. In order to qualify for the refund set out in clause 6.1, the Client must comply with the provisions of clause 5.9 and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement.

6.3. For the purposes of this clause 6 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.

6.4. In circumstances where there has been late payment by the Client, the full Introduction Fee is payable and there shall be no entitlement to a refund.

6.5. If subsequent to the Client receiving a refund the Candidate is Re-engaged within a period of 6 calendar months from the date of termination then the refund shall be repaid to the Agency. The Client shall not be entitled to any further refunds in relation to the Re-engagement of this Candidate.

## 7. Introductions to Third Parties

7.1. Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a "Third Party Introduction". If that Third Party Introduction results in an Engagement of the Candidate by the third party within the Introduction Period, then the Client will be liable to the Agency for payment of an Introduction Fee calculated at 35% of the Candidate's annual Remuneration. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 6 in any circumstances.

## 8. Liability

8.1. The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

8.2. The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency arising out of any non-compliance with the Data Protection Laws, and/or as a result of any breach of these Terms by the Client.

## 9. Confidentiality and Data Protection

9.1. All information relating to a Candidate is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

## **10. Termination**

10.1. 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):

10.1.1. if the Other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within 7 days, the breach is not remedied within 14 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or

10.1.2. 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 reconstruction), 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,  
the notice will take effect as specified in the notice.

10.2. 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 before the date of termination.

## **11. Notices**

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

## **12. Severability**

12.1. If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## **13. Force Majeure**

13.1. Neither Party to these Terms 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, pandemics, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the Party in question.

## **14. Governing Law and Jurisdiction**

14.1. These Terms are governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

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**EMPLOYMENT BUSINESS TERMS AND CONDITIONS**

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**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:

<b>Agency Workers Regulations</b>	means the Agency Workers Regulations 2010;
<b>Applicant</b>	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;
<b>AWR Claim</b>	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;
<b>Assignment</b>	means the period during which the Temporary Worker is supplied to render services to the Client;
<b>Calendar Weeks</b>	means any period of seven (7) days starting with the same day as the first day of the Initial Assignment;
<b>Client</b>	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;
<b>Comparable Employee</b>	has the meaning set out in Regulation 5(4) of the Agency Workers Regulations;
<b>Conduct Regulations</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
<b>Confidential Information</b>	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;
<b>Data Controller</b>	means a "controller" as defined within the Data Protection Legislation;
<b>Data Protection Legislation</b>	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;
<b>Data Subject</b>	means as set out in, and will be interpreted in accordance with, the Data Protection Legislation;

<b>Employment Business</b>	means Talentia Group Ltd. a company registered in England and Wales under number 11864017 whose registered office is at First Floor, Braebourne House Woodlands, Bradley Stoke, Bristol, Avon, United Kingdom, BS32 4JT;
<b>Engagement</b>	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;
<b>First Assignment</b>	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;
<b>Initial Assignment</b>	<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"> <li>(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</li> <li>(ii) the relevant Qualifying Period commenced in any such assignment,</li> </ul> <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>
<b>Introduction</b>	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;
<b>Introduction Period</b>	means the 12 months immediately following an Introduction;
<b>Intermediary</b>	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);
<b>Off-Payroll Rules</b>	means Chapter 10 Part 2 of Income Tax (Earnings and Pensions) Act 2003;
<b>Party or Parties</b>	means either or both of the Agency and the Client, as the context may require;
<b>Personal Data</b>	means as set out in, and will be interpreted in accordance with, the Data Protection Legislation;
<b>Personal Data Breach</b>	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;
<b>Process</b>	means as set out in, and will be interpreted in accordance with, the Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;

<b>PSC</b>	means an Intermediary operating as a personal services company in respect of which the relevant Temporary Worker has a controlling interest;
<b>Qualifying Period</b>	has the meaning set out in Regulation 7 of the Agency Workers Regulations;
<b>Relevant Period</b>	means of (a) the period ending 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) the period ending 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;
<b>Relevant Terms and Conditions</b>	<p>means terms and conditions relating to:</p> <ul style="list-style-type: none"> <li>(a) relevant pay,</li> <li>(b) the duration of working time,</li> <li>(c) night work,</li> <li>(d) rest periods,</li> <li>(e) rest breaks and</li> <li>(f) annual leave;</li> </ul> <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>
<b>Remuneration</b>	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
<b>Services</b>	means the employment business services provided by the Employment Business to the Client as set out in these Terms and Conditions;
<b>Temporary Work Agency</b>	has the meaning set out in regulation 4 of the Agency Workers Regulations
<b>Temporary Worker</b>	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;
<b>Transfer Fee</b>	<p>means the greater of:</p> <ul style="list-style-type: none"> <li>a) £2,500.00;</li> <li>b) 35% of the Applicant or Temporary Worker's Remuneration in the 12 months following the Engagement (if known); or</li> <li>c) a sum equal to the daily charge for the actual or proposed Assignment (as agreed pursuant to Clause 3.1) multiplied by 40; or</li> <li>d) a sum equal to the hourly charge for the actual or proposed Assignment (as agreed pursuant to Clause 3.1) multiplied by 280;</li> </ul> <p>This will be exclusive of VAT and subject to the available reductions listed in Clause 8.3;</p>
<b>Working Day</b>	means every day excluding Saturday, Sunday and bank holidays in England;
<b>Working Time Regulations</b>	means the Working Time Regulations 1998.

- 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.

- 2.12 The Employment Business shall be entitled to invoice, and the Client shall pay, for such PPA Time in accordance with these Terms and Conditions and the Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising from the Client's failure to provide PPA Time where applicable to the relevant Assignment.

### 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 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 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 prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
    - 7.2.3.1 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;
    - 7.2.3.2 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;
    - 7.2.3.3 if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee;
    - 7.2.3.4 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;
    - 7.2.3.5 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
    - 7.2.3.6 where appropriate, and 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 the planning, preparation and assessment time ("**PPA Time**") which is provided to directly engaged teachers.
- 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 Relevant Period, the Client shall be liable, subject to elect by giving seven (7) days prior notice, to either:
  - 8.1.1 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 26 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 The reductions in clause 8.3 apply only where the applicable Transfer Fee is being charged at 20% of the Candidates Remuneration or higher.

8.5 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.

8.6 The Transfer Fee shall automatically become payable in the event that the Client fails to provide notice of a relevant Engagement.

8.7 No refund of the Transfer Fee shall become due in the event that any Engagement is subsequently terminated.

8.8 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.

8.9 The Client agrees:

8.9.1 to notify the Employment Business immediately of any offer of employment on any basis which it makes to an Applicant; and 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 Temporary Workers provided are deemed to be under the direction and control of the Client from the time the Temporary Worker reports to take up duties for the duration of the Assignment and the Client agrees to be responsible for all acts, 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, bye 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 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 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 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.
- 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 Off-Payroll Rules.

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.

## SCHEDULE – Privacy Notice

The Agency's privacy notice can be found at: <https://talentia.group/privacy-policy/>

For any queries or complaints relating to the handling of Personal Data please contact [DPO@talentia.group](mailto:DPO@talentia.group) or write to:

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