



Postal Address:  
32 Windmill Court,  
RH10 8NA,  
Crawley

Office Address:  
35/35 Ludgate Hill /  
EC4M 7JN,  
London

# Terms & Conditions

## Terms of Business for the Introduction of Permanent and Contract Staff

In these terms and condition the following apply

"The Employment Agency" Blacks In Boardrooms, trading as or carrying on business as an employment agency 35/37 Ludgate Hill, EC4M 7JN, London, United Kingdom;

"The Client" trading as a company or a corporate body together with any subsidiary as defined by the Companies act 1985 to which the candidate is introduced;

"Candidate" shall mean any applicant for a Position with the Company;

"Position" shall mean the role for which the Candidate is being Presented based on the Requirements set out in clause 2 of this Recruitment Strategy Agreement;

"Requirements" shall mean the requirements provided to the Recruiter by the Company set out in clause 2 of this Recruitment Strategy Agreement;

"Presentation," "Presented," "Present" shall all mean the submission in writing of the Candidate's particulars to the Company including either his CV or his name or any other information sufficient to uniquely identify the Candidate. The Presentation of a client shall be deemed to have taken place notwithstanding that the Candidate may eventually Sign-On for a Position other than that in the contemplation of the Parties at the time of Presentation;

"Sign On" shall mean the execution of an employment or consultancy agreement between the Company and the Candidate irrespective of its conditions;

"Termination," "Terminate," "Terminates" shall all mean the termination of the employment of the Candidate in any of the following circumstances only: resignation by the Candidate, dismissal for breach of contract, dismissal for gross misconduct, failure of the Candidate to begin employment or consultancy notwithstanding the execution of an employment or consultancy agreement;



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“Another Agent” shall mean any person representing or purporting to represent the Candidate with or without instruction from the Candidate and whether or not doing so for pecuniary gain and whether or not in the business of recruitment or Human Resources (HR);

“Fees” shall mean the fees set out in Clause 4 of this Recruitment Strategy Agreement;

Unless it is evident from the context and having regard to the generality of the Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

### **Scope of Agreement**

The parties hereby agree that this Agreement will govern every engagement by the Client, or an associated company of the Client, of every applicant, notified by the Employment Agency to the Client from time to time (“Applicant”).

For the purpose of this Agreement, "Engagement" shall include every such fixed-term contract engagement and shall include any use of an Applicant in the circumstances set out in clause 1.1, whether directly or indirectly (for example, where an Applicant provides services through a limited company) and whether full-time or part-time, and whether under a contract of service or for services, or under an agency, licensee, franchise, commission only, partnership agreement, or otherwise.

### **Acceptance and Authority to Act**

3. These terms are deemed to be accepted by the Client in respect of each Applicant with effect from notification by the Employment Agency to the Client of the relevant Applicant. The Client authorizes the Employment Agency to act on its behalf in seeking Applicants and, if the Client so requests, shall advertise for such Applicants through such methods as are agreed with the Client.

### **Standards Required**

4.1 The Client agrees to provide to the Employment Agency sufficient information to enable the Employment Agency to assess the suitability of each relevant Applicant for each relevant Engagement. In this regard, the Client in particular agrees to provide the following information:

(a) the identity of the person who it is proposed will engage the relevant Applicant (this must be notified in respect of every proposed Engagement, to ensure that the correct associated company of the Client is identified), and, if applicable, the nature of the person's business;



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(b) the date on which it is proposed that the Engagement should begin, and the duration, or likely duration, of the Engagement;  
(c) the position to be filled, including the type of work which the relevant Applicant would be required to do, the location at which and the hours during which he or she would be required to work;  
(d) any risks to health or safety relevant to the Engagement, and what steps have been taken by the Client to prevent or control such risks;

(e) the experience, training, qualifications and any authorization which are necessary (or which are required by law or by any professional body) for the relevant Applicant to possess in order to work in the position, and any expenses payable by or to the relevant Applicant;

(f) the minimum rate of pay and any other benefits to be offered in respect of the relevant position, and the intervals at which they would be paid; and

(g) where applicable, the length of notice which a successful applicant would be required to give and entitled to receive, to end the Engagement.

The Client agrees to provide the above information in writing and in good time before the commencement of the Engagement.

### **Obligations of The Employment Agency**

Subject to clause 4.1, the Employment Agency shall take reasonably practicable steps to ensure that the Applicant is aware of all applicable requirements for the Engagement.

The Employment Agency shall make reasonable endeavors to ensure the suitability of the relevant Applicant for Engagement. However, the Client must also satisfy itself as to the suitability of the relevant Applicant and shall be responsible for taking up and/or confirming any references (including the confirmation of any professional or academic qualifications or any authorization required by law) provided by the relevant Applicant and/or the Employment Agency before engaging such Applicant.

The Client shall be responsible for verifying that Applicant has the right to work in the United Kingdom, for the arrangement of any medical examinations and/or investigations into the medical history of any Applicant to satisfy any medical and other requirements or qualifications required by law.

### **Introduction: When Payable**

Subject to clause 7 an "Introduction Fee" Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by The Employment Agency which results in an Engagement



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(whether orally or otherwise) with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in the clause with no entitlement to any refund.

The Client agrees to notify the Employment Agency in writing of the acceptance by the relevant Applicant of an Engagement together with details of the Applicant's gross remuneration (see 7.2 below), as soon as practicable following such acceptance.

The Introduction fee is payable within 14 days of the date of the relevant invoice from the Employment Agency to the Client. For the avoidance of doubt, payment must be made by electronic funds transfer.

### **Introduction Fee**

7.1(a) The Introduction Fee shall be a percentage (as set out at clause 5.3 below) of the gross remuneration payable to the relevant Applicant following the start of the relevant Engagement, subject to a minimum fee of £0000 (16.5%) (plus VAT) "Gross remuneration" is defined in clause 7.2 below.

"Gross remuneration" shall mean the first year's equivalent annualized remuneration, Example Recruitment Group will not include company vehicles into permanent fee calculations.

For the purpose of clauses 7.1(a) and 7.2(b) above, the percentage(s) will be as follows:

### **Gross Remuneration**

- where the gross remuneration is between £16,000 and £18,000: 16.5%
- where the gross remuneration is between £19,001 and £25,000: 18.5%
- where the gross remuneration is between £25,001 +: 20%

### **Introduction Fee: Refunds**

Subject to clause 8.2, if the relevant Applicant leaves the Client's employment (other than through redundancy constructive or unlawful dismissal) within 13 weeks of commencement of the relevant Engagement, a percentage of the Introduction fee shall be refunded to the client as follows:

- 100 % rebate fee if the departure is less than 8 weeks following the commencement of the relevant Engagement.
- 50 % rebate fee if the departure is within 9 to 11 weeks of commencement of the relevant Engagement



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· 0% if the departure is from 12 weeks + of commencement of the relevant Engagement

No refund is payable in any circumstances unless:

- the relevant departure is notified by the Client to the Employment Agency in writing within 7 days; and
- the Client has paid to the Employment Agency the Introduction Fee in full within 14 days of the date of the relevant invoice.

Should the Client or any associated company of the Client subsequently engage the Applicant within the period of six calendar months from the relevant date of departure, a full Introduction Fee calculated in accordance with clause 5 above becomes payable, notwithstanding any previous fees paid to the Employment Agency. For the avoidance of doubt, there shall be no entitlement to a refund of any kind following such subsequent Engagement.

### **Liability**

Subject to clause 9.3 below, the Employment Agency shall not be liable to the Client arising out of or in connection with this Agreement or in relation to the engagement or use of the Applicant or for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

The term "howsoever caused or arising" when used in this clause 9 shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the services of the Applicant by the Employment Agency.

Nothing in this Agreement shall limit or exclude any party's liability for fraud or for death or personal injury caused by the negligence, or to the extent otherwise not permitted by law.

### **Indemnity**

10. The Client shall indemnify and keep indemnified the Employment Agency against any costs, claims, or liabilities incurred directly or indirectly by the Employment Agency arising out of any Engagement, including (without limitation) as a result of:

(a) any breach of this Agreement by the Client; and

(b) any breach by the Client or any associated



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company of the Client, or any of its or their employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).

### **Entire Agreement/ Variation**

11. This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement and replaces any previous agreements or arrangements. No variation to these terms on behalf of the Employment Agency can be made otherwise than in writing signed by a director of the Employment Agency.

### **Waiver**

12. Any failure by the Employment Agency to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

### **Validity**

13. If any provision, clause, or part-clause of this Agreement is held to be invalid, void, illegal, or otherwise unenforceable by a judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

### **Force Majeure**

14. The Employment Business shall have no liability for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.

### **Third Parties**

15. No provision of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

### **Overdue Debts**

16. The Employment Agency may charge interest on all overdue debts under this Agreement at the rate of 2% per month.

### **Governing Law**

17. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.



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# Terms of Business for the Introduction and Supply of Temporary Worker

## This is a contract between:

- (1) "The Employment Agency" Blacks In Boardrooms, trading as or carrying on business as an employment agency 35/37 Ludgate Hill, EC4M7JN, London, United Kingdom and
- (2) "The Client" The parties hereby agree to the introduction and supply by the Employment Agency to the Client of the temporary worker named in the Engagement Letter ("the Temporary Worker") to provide the services identified in the Engagement Letter ("the Services"), on the following terms (together, "the Assignment").
- (3) "The Temporal Worker" shall mean any Applicant/Candidate for a Position with the Company;

## Acceptance and Commencement of Assignment

This Agreement is accepted by the Client with effect from the notification to the Client by the Employment Agency of the name of the Temporary Worker.

Subject to clause 4.6 below, the Assignment shall commence at the start of the first day on which the Temporary Worker provides the Services to the Client.

## Charges

The Client agrees to pay the hourly or Unit charge, plus VAT, in respect of each hour worked by the Temporary Worker, as advised by the Employment Agency to the Client prior to the Assignment. Details of the hourly charge are confirmed in the Engagement Letter but also include the Employment Agency's commission calculated as a percentage of the Temporary Worker's hourly rate and employer's National Insurance contributions (If applicable). For the avoidance of doubt, the Employment Agency reserves the right to increase the hourly charge subject to statutory requirements.

In addition to the hourly charge, traveling, hotel, or other expenses may be agreed upon from time to time between the Employment Agency and the Client. Such expenses shall be itemized on the relevant invoice and charged, with VAT, to the Client.



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Invoices, accompanied by copies of any available supporting

Temporary Worker timesheet(s), will be sent to the Client on a weekly basis. Invoiced charges are payable by the Client directly to the Employment Agency immediately on receipt by the Client of the relevant invoice. Payment by the Client shall constitute acceptance of the level of the charges and the accuracy of any accompanying copy timesheet(s). For the avoidance of doubt, payment must be made by electronic funds transfer.

### **Responsibility for Income Tax and National Insurance**

3. The Employment Agency is responsible for the payment of a

Temporary Worker's remuneration in respect of the Services and shall deduct all applicable taxes (including any national insurance contributions) required by law.

### **Placement Fee**

Subject to clause 4.4, a placement fee shall be payable by the Client to the Employment Agency if the Client:

makes use of the services of the Temporary Worker (other than pursuant to this Agreement); or

introduces the Temporary Worker to any other person (including but not limited to any subsidiary or associated company of the Client), subsequent to which the Temporary Worker's services are used by that person or a person associated with that person (other than pursuant to this Agreement, or any equivalent agreement between the Employment Agency and that person), in each case within:

(a) the later period of (i) eight weeks following the termination of the Assignment, or (ii) fourteen weeks following the commencement of the Assignment (as defined in clause 4.6); or

(b) (where appropriate) the period of 26 weeks following the notification of the name of the Temporary Worker by the Employment Agency to the Client but prior to the commencement of the Assignment.

The placement fee shall be calculated in accordance with clause 4.2 below and shall be payable within 14 days from the date of invoice.

The Placement Fee shall be a percentage (as set out in clause 4.3

below) of the gross remuneration payable to the Temporary Worker in respect of the provision of his or her services in the circumstances contemplated by clause 4.1 above, subject to a minimum of £0,000 (16.5%) (plus VAT). "Gross remuneration" shall mean:





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either the first year's equivalent annualized remuneration.

or where the amount of the gross remuneration is not readily ascertainable by using the method set out above, it will be calculated as a multiple of 1800 times the hourly charge (plus VAT, where applicable) at which the Temporary Worker was last supplied to the Client by the Employment Business.

For the purpose of clause 4.2 above, the percentage will be as follows:

- where the gross remuneration is between £16,000 and £18,000: 16.5%
- where the gross remuneration is between £19,001 and £25,000: 18.5%
- where the gross remuneration is between £25,001 +: 20%VAT

will be charged in addition to the fee.

It is agreed that clause 4.1 shall not apply where either:

(a) following receipt by the Employment Agency of prior written notice by the Client to the Employment Agency pursuant to this clause 4.4, the Client makes use of the services of the Temporary Worker on the terms set out in this Agreement for a minimum of 26 continuous weeks from the date of such notice; or

(b) following receipt of the notice as set out in 4.4(a) above, the Employment Agency does not supply the Temporary Worker to the Client on the terms set out in this Agreement for a minimum of 26 continuous weeks from the date of such notice (unless the Employment Agency is in any way at fault for such failure of supply).

For the avoidance of doubt, this clause 4.4 shall be of no effect in relation to an engagement of the Temporary Worker in the circumstances set out under clause 4.1.2.

There shall be no refund of the Placement Fee if the engagement pursuant to clause 4.1 is subsequently terminated, for whatever reason.

For the purpose of clause 4.1(a) only, the term "within fourteen weeks following the commencement of the Assignment" shall be defined by reference to Regulation 10(5) and (6) of The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Where the limited company named in the Engagement Letter and the Temporary Worker have given notice under regulation 32(9) of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 that the regulations do not apply, it is hereby acknowledged that clauses 4.1.2 (a), 4.1.2 (b), 4.4 and 4.6 do not apply.

### **Standards Required**



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5. The Client agrees to provide to the Employment Agency sufficient information to enable the Employment Agency to confirm the suitability of the Temporary Worker for the Assignment. In this regard, the Client agrees to provide at least the following information:

(a) the duration, or likely duration, of the Assignment;

(b) the nature of the business and the position, the type of work the Temporary Worker would be required to do, the location at which and the hours during which he or she would be required to work;

(c) any risks to health or safety relevant to the Assignment and known to the Client, and what steps the Client has taken to prevent or control such risks and by instructing the Employment Agency to provide the Temporary Worker, the Client confirms that it has carried out a thorough risk assessment of the place(s) of work relating to the

Assignment unless it has otherwise notified the Employment Agency; and

(d) the experience, training, qualifications, and any authorization which the Client considers are necessary, or which are required by law or by any professional body, for the Temporary Worker to possess in order to work in the position, and any expenses payable by or to the Temporary Worker.

The Client agrees to notify the Employment Agency of the above information:

(a) in good time before the commencement of the Assignment; and

(b) without delay during the Assignment, where appropriate (for example, in the light of a change of circumstances).

Subject to confirmation from the Client to the Employment Agency of all the information referred to in this clause 5, the Employment Agency shall take reasonably practicable steps to ensure that the Temporary Worker is aware of all applicable requirements for the Assignment including any changes thereto.

## **Liability**

The Employment Agency undertakes to make all reasonable

efforts to ensure reasonable standards of skill and experience from the Temporary Worker but no liability is accepted by the Employment Agency for any claim arising from failure to provide a Temporary Worker for all or part of an Assignment or from any loss or damage attributable to negligence, dishonesty, misconduct or lack of skill, experience, training qualifications, or authorizations of the Temporary Worker or



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attributable to any failure by the Client to provide information in accordance with clause 5 above.

Notwithstanding any other provision of this Agreement, but subject to clause 6.4 below, the Employment Agency shall not be liable to the Client arising out of or in connection with this Agreement and/or the provision of (or any delay in providing or failure to provide) the services of the Temporary Worker by the Employment Business or for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

The term "howsoever caused or arising" when used in this clause 6 shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement), negligence, breach of statutory duty, another tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the services of the Temporary Worker by the Employment Business.

Nothing in this Agreement shall limit or exclude any party's liability for fraud or for death or personal injury caused by the negligence, or to the extent otherwise not permitted by law.

### **Replacement Temporary Worker**

7. The Client may, on reasonable grounds, terminate the Assignment provided that:

- (a) the Client shall first give prior notice to the Employment Agency of such termination; and
- (b) the Employment Agency shall have the right to replace a Temporary Worker with another individual to provide the Services. Any replacement Temporary Worker supplied pursuant to this clause shall be deemed to be supplied under the same terms as governed by the original Temporary Worker under this Agreement.

### **Unsatisfactory Standards Procedure**

If the Services provided through the Temporary Worker are established by the parties to be unsatisfactory, the Employment Agency shall reduce or cancel the hourly charge provided that notification by the Client to the Employment Agency (confirmed in writing within 48 Hours) is received:

- (a) within four hours of the Temporary Worker commencing the

Assignment, unless



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(b) the Assignment is for seven hours or less, in which case within two hours of the Temporary Worker commencing the Assignment.

In the circumstances set out in clause 8.1 above, the Employment

Agency shall have the right to replace a Temporary Worker with another individual to provide the Services.

## **Responsibility**

The Temporary Worker has been engaged by the Employment Agency under a contract for services. The Temporary Worker is deemed to be under the supervision, direction, and control of the Client from the time he/she reports to take up duties and for the duration of the Assignment.

The Client agrees to be responsible for all acts, errors, or omissions of the Temporary Worker, whether wilful, negligent, or otherwise, as though the Temporary Worker was an employee of the Client. The Client will also comply in all respects in relation to the Temporary Worker with all statutes (including, for the avoidance of doubt, the Working Time Regulations 1998), by-laws, codes of practice, and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 3 above) or to which it would be subject if the Temporary Worker were an employee of the Client. This includes in particular the provision of adequate employers and public liability insurance cover for the Temporary Worker during the Assignment, and full compliance with all applicable health and safety obligations. The Client shall not bring, or seek to bring, any claim (including any claimed right of set-off) against the Employment Business in respect of any matter for which it agrees to assume liability in this clause 9.2.

The Client will assist the Employment Agency in complying with the Employment Agency's duties under the Working Time Regulations by supplying without delay any relevant information about the Assignment requested by the Employment Agency. The Client will not do anything to cause the Employment Agency to be in breach of its obligations under these Regulations. In particular, where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Agency of this requirement before the commencement of that week.

The Client will inform the Employment Agency when certification held by the Temporary Worker or new certification arranged by the Client for the Temporary Worker is used outside of the original assignment requirements. Without this notice, the Employment Agency will not be responsible for the validity or consequences related to the certification.



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## **Confidentiality**

10. All secret or other confidential information relating to the business

of the Client, its employees, transactions or finances disclosed by the Client to the Employment Agency in confidence shall not otherwise than in connection with the affairs of the Client be passed on to a third party by the Employment Agency or in any way improperly used by the Employment Agency at any time during or after the termination of this Assignment.

## **Indemnity**

11. The Client shall indemnify and keep indemnified the Employment

Agency against any costs, claims or liabilities incurred directly or indirectly by the Employment Agency arising out of or in connection with any Assignment including (without limitation) as a result of:

(a) any breach of this Agreement by the Client; and

(b) any breach by the Client or any associated company of the Client, or any of its or their employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity); and

(c) any matter in respect of which the Client has agreed to take responsibility in clause 9.2 above.

## **Entire Agreement/ Variation**

12. This Agreement, together with the details provided in the

Engagement Letter constitutes the entire and only legally binding agreement between the parties relating to the Assignment and replaces any previous agreements or arrangements. No variation to these terms on behalf of the Employment Agency can be made otherwise than in writing signed by a director of the Employment Agency.

## **Waiver**

13. Any failure by the Employment Agency to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.



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## Validity

15. If any provision, clause, or part-clause of this Agreement is held to be invalid, void, illegal, or otherwise unenforceable by a judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

### Force Majeure

16. The Employment Agency shall have no liability for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.

## Third Parties

17. No provision of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

### No Employment

18. Nothing in this Agreement shall give rise to an employment relationship between the Temporary Worker and either the Employment Agency or the Client.

### Overdue Debts

19. The Employment Agency may charge interest on all overdue debts under this Agreement at the rate of 2% per month.

### Governing Law

20. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

## **B: TERMS OF BUSINESS WITH HIRER FOR THE SUPPLY OF TEMPORARY WORKERS**

### 1. DEFINITIONS AND INTERPRETATION

In these Terms the following definitions apply:

**"Agency Worker"** means the individual who is Introduced by the Employment Business to provide services to the Hirer; "



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**“Agency Workers Regulations”** means the Agency Workers Regulations 2010 or the Agency Workers (Northern Ireland) Regulations 2011 (as appropriate);

**“AWR Claim”** means any claim or potential claim by the Agency Worker against the Hirer and/or the Employment Business for any breach of the Agency Workers Regulations;

**“Assignment”** means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;

**“Assignment Details Form”** means written confirmation of the assignment details agreed with the Hirer prior to commencement of the Assignment;

**“Calendar Week”** means any period of seven days starting with the first day of the relevant assignment;

**“Charges”** means the hourly charges of the Employment Business calculated in accordance with clause 6.1 and as may be varied from time to time in accordance with these Terms;

**“Comparable Employee”** means as defined in Schedule 1 to these Terms;

**“Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as appropriate);

**“Confidential Information”** means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium of any part(s) of such information, GDPR;

**“Control”** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

**“General Data Protection Regulations or GDPR”** means the General Data Protection Requirement Act, unify's and strengthen data protection procedures across the whole of the EU. Any applicable statutory or regulatory provisions, and all European Directives and regulations in force from May 25th, 2018 relating to the protection and transfer of personal data under its regulations



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**"The Employment Agency"** Blacks In Boardrooms, trading as or carrying on business as an employment agency 35/37 Ludgate Hill, EC4M 7JN, London, United Kingdom;

**"Engagement"** means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or another representative, an agency, license, franchise or partnership arrangement, or any other engagement; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

**"Hirer"** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced;

**"Hirer's Group"** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

**"Introduction"** means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Agency Worker; or (ii) the Hirer's interview of the Agency Worker (in person or by telephone or by any other means), following the Hirer's instruction to the Employment Business to supply a temporary worker; or (iii) the supply of the Agency Worker; and, in any case, which leads to an Engagement of the temporary worker or the Agency Worker; and "Introduced" and "Introducing" shall be construed accordingly;

**"Losses"** means all losses, liabilities, damages, costs, expenses 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;

**"Period of Extended Hire"** means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;

**"Qualifying Period"** means 12 Calendar Weeks during which the Agency Worker works in the same role with the Hirer during one or more Assignments, and as further defined in Schedule 1 to these Terms;

**"Relevant Period"** means (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business, or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business or 14 weeks





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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;

**“Relevant Terms and Conditions”** means terms and conditions relating to (a) pay; (b) the duration of working time; (c) night work; (d) rest periods; (e) rest breaks; and (f) annual leave that is ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

**“Remuneration”** includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car, and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services provided to or on behalf of the Hirer or any third party. Where a company car is provided, a notional amount of will be added to the salary in order to calculate the Employment Business' fee;

**“Terms”** means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;

**“Transfer Fee”** means the fee payable in accordance with clause 8 or these Terms and Regulation 10 of the Conduct Regulations;

**“Vulnerable Person”** means any person who by reason of age, infirmity, illness, disability, or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and

**“Working Time Regulations”** means the Working Time Regulations 1998.

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation. 1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. **THE CONTRACT 2.1.** These Terms constitute the contract between the Employment Business and the Hirer for the supply of the Agency Worker's services by the Employment Business to the Hirer and are deemed to be accepted by the Hirer by virtue of its request for, interview with or Engagement of the Agency Worker, or the passing of any information by the Hirer about an Agency Worker to any third party following an Introduction.



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These Terms contain 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 (or similar) put forward by the Hirer.

Subject to clause 6.2, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer stating the date on or after which such varied Terms shall apply.

The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Agency Workers for Assignments with the Hirer.

3. HIRER OBLIGATIONS 3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following:

the type of work that the Agency Worker would be required to do;

the location and hours of work;

the experience, training, qualifications, and any authorization which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position;

any risks to health or safety are known to the Hirer and what steps the Hirer has taken to prevent or control such risks;

the date the Hirer requires the Agency Worker to commence the Assignment;

the duration or likely duration of the Assignment;

the minimum rate of pay, expenses, and any other benefits that would be offered.

The Hirer will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 hours.



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The Hirer 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.

To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request:

to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which counts or may count towards the Qualifying Period;

if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Hirer 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 Hirer 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;

to inform the Employment Business if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

completed two or more assignments with the Hirer;

completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role;

to: 3.4.4.1. provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;

inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;



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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 Hirer considers that the relevant individual is a Comparable Employee; and

inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and

to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.

In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Hirer will:

integrate the Agency Worker into its relevant performance appraisal system; 3.5.2. assess the Agency Worker's performance;

provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and

provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.

The Hirer will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.

The Hirer warrants that:

all information and documentation supplied to the Employment Business in accordance with clauses 3.4, 3.5 and 3.6 is complete, accurate and up-to-date; and

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 3.4, 3.5 and 3.6;

The Hirer shall inform the Employment Business in writing of any:  
oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; and

written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker as soon possible but no later than 7 (seven) calendar



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days from the day on which any such oral complaint is made to or written complaint or request is received by the Hirer and the Hirer will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Hirer will provide the Employment Business with a copy of any such written statement. 3.9. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

#### 4. INFORMATION TO BE PROVIDED

When Introducing an Agency Worker to the Hirer the Employment Business shall inform the Hirer:

of the identity of the Agency Worker;

that the Agency Worker has the necessary or required experience, training, qualifications, and any authorization required by law or a professional body to work in the Assignment;

whether the Agency Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services;

that the Agency Worker is willing to work in the Assignment; and

the Charges. 4.2. Where such information 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 (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Agency Worker is Introduced for an Assignment in the same position as one in which the Agency Worker had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

5. TIMESHEETS 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less), the Hirer shall sign the Employment Business' timesheet verifying the number of hours worked by the Agency Worker during that week.

Signature of the timesheet by the Hirer is confirmation of the number of hours worked. If the Hirer is unable to sign a timesheet produced for authentication by the Agency Worker because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as is 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 Agency Worker. Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.



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The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event that the Hirer is dissatisfied with the Agency Worker, the provisions of clause 10.1 below shall apply.

## 6. CHARGES

The Hirer agrees to pay the Charges as notified to and agreed with the Hirer. The Charges are calculated according to the number of hours worked by the Agency Worker (to the nearest quarter hour) and comprise the following:

the Agency Worker's hourly rate of pay;

an amount equal to any paid holiday leave to which the Agency 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;

any other amounts to which the Agency Worker is entitled under the Agency Workers Regulations, where applicable;

employer's National Insurance contributions;

any travel, hotel, or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable; and

the Employment Business' commission, which is calculated as a percentage of the Agency Worker's hourly rate.

The Employment Business reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:

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; and/or

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

The Charges are invoiced to the Hirer on a weekly basis and are payable within 7 days. VAT is payable at the applicable rate on the entirety of these Charges.

In addition to the Charges, the Hirer will pay the Employment Business an amount equal to any bonus that the Hirer awards to the Agency Worker in accordance with clause 3.5 immediately following any such award and the Employment Business will pay any such bonus to the Agency Worker.

No refunds are payable in respect of the Charges of the Employment Business.



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The Hirer's obligations under this clause 6 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings, or other similar rights.

## 7. PAYMENT OF THE TEMPORARY WORKER

The Employment Business assumes responsibility for paying the Agency Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Agency Worker pursuant to sections 44- 47 of the Income Tax (Earnings and Pensions) Act 2003.

## 8. TRANSFER FEES

The Hirer shall be liable to pay a Transfer Fee, detailed in

8.2 below, if the Hirer Engages an Agency Worker Introduced by the Employment Business other than via the Employment Business or introduces the Agency Worker to a third party and such introduction results in an Engagement of the Agency Worker by the third party other than via the Employment Business and:

where the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or

where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.

The Hirer shall be liable to pay the Employment Business, subject to electing upon giving 7 days notice to either:

(a) an extended period of hire calculated in proportion to the number of weeks the Agency Worker has been supplied to the Hirer prior to the notice date in accordance with the accompanying schedule of extended hire periods set out below, during which the Hirer shall pay the charges agreed pursuant to clause 6 above for each hour the Agency Worker is so employed or supplied; or

(b) A Transfer Fee calculated in accordance with clause 3.3 of the Permanent Terms of Business. Where the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 6 multiplied by 300 times the hourly charge less any discount applicable calculated in accordance with the accompanying schedule of Transfer Fee discounts. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

The Transfer Fee will be calculated in accordance with the Schedule below.



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## SCHEDULE OF EXTENDED HIRE PERIODS

*Number of weeks the Agency Worker has been supplied to the Hirer in the week prior to the notice period* **0-6 weeks 7-12 weeks 13-18 weeks 19-26 weeks 27 plus weeks**

*Extended hire period (in weeks)* **30 weeks 24 weeks 18 weeks 10 weeks 8 weeks**

*Number of weeks the Agency Worker has been supplied to the Hirer in the week prior to the notice* **0-6 weeks 7-12 weeks 13-18 weeks 19-26 weeks 27 plus weeks**

*Discount applicable to the Transfer fee (as set out in clause 3.3 of Permanent Terms of Business)*

**0% 0% 10% 15% 25%**

If the Hirer wishes to Engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving one week's written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in Schedule above.

During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favorable than those terms which applied immediately before the Employment Business received the notice in clause 8.2, and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Agency Worker on the same terms as the Assignment, but the Agency Worker is Engaged by the Hirer, the Hirer shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Agency Worker before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

Where prior to the commencement of the Hirer's Engagement other than via the Employment Business and the Hirer agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 2 pro-rata. Such reduction is subject to the Hirer Engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

No refund of the Transfer Fee will be paid in the event that the Engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the





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Hirer introduces the Agency Worker terminates or terminates before the end of the fixed term referred to in clause 8.4.

VAT is payable in addition to any fee due.

#### 9. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

Where the Agency Worker is required by law, or any professional body to have any qualifications or authorizations to work on the Assignment or where the Assignment involves working with, caring for or attending one or more Vulnerable Persons the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies to the Hirer of

- (a) any relevant qualifications or authorizations of the Agency Worker; and
- (b) two references from persons who are not relatives of the Agency Worker and who have agreed that the references they provide may be disclosed to the Hirer;

and such other reasonably practicable steps as are required to confirm that the Agency Worker is suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain this information in any event.

The Hirer shall advise the Employment Business at the time of instructing the Employment Business to supply an Agency Worker, or if it is not reasonably practicable, at the very latest, prior to the commencement of the Assignment, whether during the course of the Assignment, the Agency Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in an activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 [or the equivalent legislation in Scotland or Northern Ireland or subsequent relevant legislation].

The Hirer shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 [or equivalent legislation in Scotland or Northern Ireland] and to allow the Employment Business to select a suitable Agency Worker for the Assignment.

In particular in the event that the Hirer removes an Agency Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority [or the equivalent authority] under the Safeguarding Vulnerable Groups Act 2006 [or the equivalent or subsequent legislation in Scotland or Northern Ireland], the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

#### 10. UNSUITABILITY OF THE TEMPORARY WORKER



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The Hirer undertakes to supervise the Agency Worker sufficiently to ensure the Hirer's satisfaction with the Agency Worker's standards of work. If the Hirer reasonably considers that the services of the Agency Worker are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately or by directing the Employment Business to remove the Agency Worker. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Hirer has notified the Employment Business immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates:

(a) within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for more than 7 hours; or

(b) within 2 hours for Assignments of 7 hours or less;

and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains the information that gives the Employment Business reasonable grounds to believe that any Agency Worker supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all Charges incurred prior to the termination of the Assignment.

The Hirer shall notify the Employment Business immediately and without delay and in any event within 1 hour if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

#### 11. TERMINATION OF THE ASSIGNMENT

Any of the Hirer, the Employment Business, or the Agency Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any Charges due under clause 6 above).

#### 12. CONFIDENTIALITY AND DATA PROTECTION

All information relating to an Agency Worker is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the Agency Workers Regulations.



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Information relating to the Employment Business' 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.

### 13. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents, and other intellectual property rights deriving from the Assignment shall belong to the Hirer. Accordingly, the Employment Business shall use its reasonable endeavors to ensure that the Agency Worker shall execute all such documents and do all such acts in order to give effect to the Hirer's rights pursuant to this clause.

### 14. LIABILITY

Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity, and reliability from the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency Worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business 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.

Agency Workers supplied by the Employment Business pursuant to these Terms are engaged under a contract of employment but are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors, or omissions of the Agency Worker, whether wilful, negligent, or otherwise as though the Agency Worker was on the payroll of the Hirer.

The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment. The Hirer will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health, and Safety At Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, bylaws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in clause 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments.

The Hirer undertakes not to request the supply of an Agency Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally



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performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.

The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Hirer.

The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon as possible but no later than 7 (seven) calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.

If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

#### 15. NOTICES

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 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.

#### 16. SEVERABILITY

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.

#### 17. GOVERNING LAW AND JURISDICTION

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

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***Signed for and on behalf of the Hirer***

**Print name**

***I confirm I am authorized to sign these Terms on behalf of the Hirer.***

Date \_\_\_\_\_