Terms of Business Client - PSC + UMB Large

Terms of business for the supply of temporary workers

April 2021

The Parties

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THE PARTIES

(1) Integra People Limited (registered company no. 6703689 of Unit 4a, Olympic Park, Birchwood, Warrington, WA2 0YL ("the Employment Business").

(2) ..... Limited

(registered company no. .....)

trading as: (insert trading name if different)

.....

of address:

.....

to whom the Temporary Resource 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 Temporary Resource is Introduced ("the Client").

RECITALS

(1) The Employment Business carries on the business of sourcing and supplying temporary workers to provide services to its clients. Those temporary workers may be engaged directly by the Employment Business or through Intermediaries. The Client has instructed the Employment Business to supply temporary workers to provide services, as specified in the relevant Assignment Details Form ("the Assignment Services").

(2) The Employment Business will introduce Temporary Resources to the Client to provide the Assignment Services to the Client under the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

"Agency Worker" means (for the purposes of AWR) a Temporary Resource who meets the definition of Agency Worker as set out in Regulation 3 of the AWR;

"Apprenticeship Levy" means the apprenticeship levy due in accordance with the Finance Act 2017 and the Income Tax (Pay as you Earn) (Amendment) Regulations 2017;

"Assignment" means the period of time during which a Temporary Resource is supplied by the Employment Business to the Client;

"Assignment Details Form" means the assignment details set out in writing;

"Assignment Services" means the services to be provided or the Specified Deliverables to be delivered by the Temporary Resource;

"AWR" means the Agency Workers Regulations 2010

"AWR Claim" means any complaint or claim to a tribunal or court made by or on behalf of a Temporary Resource against the Client and/or the Employment Business for any breach of the AWR;

"Calendar Week" means (for the purposes of the AWR) any period of seven days starting with the same day as the first day of the First Assignment;

"Charges" means the charges as notified to the Client before an Assignment starts and which may be varied by the Employment Business from time to time during the Assignment. The method of calculating the Charges is set out in Schedule 1 (Charges);

"Client's Group" means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, 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 Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

"Comparable Employee" means as defined in the AWR;

"Conditions of Liability" means meets the requirements of section 50(1)(b) ITEPA and one of the conditions of liability set out in Sections 51 to 53 and 61N, 61O and 61P ITEPA;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003

"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;

"Data Protection Laws" 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;

"Engagement" means the engagement (including a Temporary Resource's acceptance of the Client's offer), the employment or use of a Temporary Resource, by the Client or by any third party to whom the Temporary Resource has been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement;

and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"Exempt Organisation" means an organisation which is exempt from the Off-Payroll Rules;

"First Assignment" means:

(a) the relevant Assignment; or

(b) if, prior to the relevant Assignment:

(i) an Agency Worker has worked in any assignment in the same role with the relevant Client as the role in which an Agency Worker works in the relevant Assignment; and

(ii) the relevant Qualifying Period commenced in any such assignment,

that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency 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);

"Inside IR35" means an Assignment which the Client has determined meets the conditions of Section 61M ITEPA;

"Intermediary" means any entity (other than the Employment Business) through which a Temporary Resource provides their services including (and, except where otherwise indicated, includes Intermediary Staff and any third party to whom the provision of the Assignment Services is assigned or sub-contracted in accordance with clause 2.6);

"Intermediary Fees" means the fees payable to an Intermediary for the provision of the Assignment Services;

"Intermediary Staff" means any officer, employee, worker or representative of an Intermediary supplied to provide the Assignment Services (and, except where otherwise indicated, includes any officer, employee, worker or representative of any third party to whom the provision of the Assignment Services is assigned or sub-contracted in accordance with clause 2.6);

"Introduction" means (i) the passing to the Client of a curriculum vitæ or information which identifies a Temporary Resource or (ii) the Client's interview of or meeting with a Temporary Resource (in person, by telephone or by any other means), following the Client's instruction to the Employment Business to supply a temporary worker; or (iii) the supply of a Temporary Resource; which leads to an Engagement of that Temporary Resource; and "Introduces" and "Introduced" shall be construed accordingly;

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003;

"Losses" 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 items arising out of or resulting from actions, proceedings, claims and demands;

"NICs Legislation" means the Social Security (Categorisation of Earners) Regulations 1978;

"Off-Payroll Rules" means Part 2, Chapter 10 ITEPA;

"Outside IR35" means an Assignment which the Client has determined does not meet the conditions of Section 61M ITEPA;

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

"PSC" means an Intermediary in which the Temporary Resource meets the Conditions of Liability, and where relevant includes the Intermediary Staff providing their services through the PSC and any substitute, or assignees or sub-contractors to whom the PSC has assigned or sub-contracted the delivery of the Assignment Services;

"Qualifying Period" means (for the purposes of the AWR) 12 continuous Calendar Weeks during the whole or part of which the Agency 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 in the same role;

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

"Relevant Terms and Conditions" means (for the purposes of the AWR) 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 are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (without limitation) any such terms and 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 (taxable and non-taxable) payable to or receivable by a Temporary Resource for services rendered to or on behalf of the Client. Where a company car is provided, a notional amount will be added to the sums paid to the relevant Temporary Resource in order to calculate the Transfer Fee;

"Safeguarding Legislation" means the Safeguarding Vulnerable Groups Act 2006

"Status Determination Statement" means a written statement which meets the requirements of Section 61NA ITEPA and in which the Client confirms its decision, and the reasons for its decision, on the application of the Off-Payroll Rules to an Assignment;

"Temporary Resource" means any temporary worker Introduced or supplied by the Employment Business to provide the Assignment Services to a Client, including an Agency Worker and unless otherwise expressly stated, any officer, employee, worker or representative of an Intermediary;

"Temporary Work Agency" means as defined in the AWR;

"Transfer Fee" means the fee set out in Schedule 2 and payable in accordance with clause 8;

"Vulnerable Person" means (for the purposes of the Conduct Regulations) any person who by reason of age, infirmity, illness, disability or any other circumstance needs care or attention, and includes any person under the age of 18;

"WTR" means the Working Time Regulations 1998

1.2. 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 this Agreement 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 this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE AGREEMENT

2.1. This Agreement together with the Schedule(s) and any applicable Assignment Details Form is the entire agreement between the Employment Business and the Client for the supply of Temporary Resources by the Employment Business to the Client ("the Agreement"). This Agreement is deemed to be accepted by the Client by its request for, interview or meeting with, or Engagement of a Temporary Resource or the passing of any information about a Temporary Resource to any third party after an Introduction.

2.2. Unless otherwise agreed in writing by a director of the Employment Business, this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

2.3. Subject to clauses 6.2 and 6.4 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which the varied terms shall apply.

2.4. The Client acknowledges that where a Temporary Resource or any substitute or any person to whom the performance of the Assignment Services has been assigned or sub-contracted:

2.4.1. opt out of the Conduct Regulations, none of the Conduct Regulations (except for Regulation 13A) will apply to that Assignment; or

2.4.2. do not opt out of the Conduct Regulations, all of the Conduct Regulations will apply to that Assignment.

2.5. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 when Introducing Temporary Resources for Assignments with the Client.

2.6. WHERE THE CLIENT HAS ASSESSED THE ASSIGNMENT AS OUTSIDE IR35: The Client acknowledges that where a Temporary Resource works through a PSC:

2.6.1. the PSC may supply any of the Intermediary Staff to perform the Assignment Services;

2.6.2. and where a PSC is unable to provide any part of the Assignment Services for whatever reason, the PSC can send a substitute, or assign or sub-contract the performance of the Assignment Services;

provided that the Employment Business and the Client are reasonably satisfied that the substitute, assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Assignment Services to the required standard and that the terms of any such assignment or sub-contract will contain the same acknowledgements under and obligations imposed by the agreement between the relevant Temporary Resource and the Employment Business. In these circumstances, the Client shall not unreasonably withhold or delay any agreement sought for the substitution, assignment or sub-contracting of the Assignment Services.

2.7. WHERE THE CLIENT HAS ASSESSED AN ASSIGNMENT AS OUTSIDE IR35: The Client acknowledges that the PSC shall be permitted to determine how it will provide the Assignment Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Assignment Services, subject to the relevant PSC complying with any reasonable operational requirements of the Client. The PSC can determine the location where it will provide the Assignment Services, but where the Assignment Services are undertaken at the Client's site, the PSC will comply with any reasonable requirements relating to working hours, and any other operational requirements relating to the Client's site. The Client acknowledges that neither the relevant PSC nor any substitute, or assignee or sub-contractor work under (or subject to the right of) supervision, direction or control of the Client as to the manner in which they provide the Assignment Services.

3. THE CLIENT'S OBLIGATIONS

THE OFF-PAYROLL LEGISLATION

3.1. The Client confirms that it is not an Exempt Organisation and acknowledges that where a Temporary Resource provides their services through a PSC, the Client has certain obligations under the Off-Payroll Rules. The Client undertakes to advise the Employment Business immediately if it becomes an Exempt Organisation.

3.2. In order for the Employment Business to meet its obligations under the Off-Payroll Rules, the Client will:

3.2.1. give its Status Determination Statement ("SDS") to both the Temporary Resource and the Employment Business before the relevant Assignment starts. In the SDS the Client must confirm whether the relevant Assignment is Inside IR35 or Outside IR35, and give complete and accurate reasons for its decision. The Client will use best endeavours when making its status decision. The Client acknowledges that if it does not give a valid SDS (a) the Employment Business may not be able to supply or Introduce a PSC to it but (b) if the Employment Business does supply or Introduce a PSC to the Client, the Client will be deemed to be the fee-payer (as defined in the Off-payroll Rules) until such time as it does give a valid SDS;

3.2.2. the Client will respond in full within 7 days to any query raised about its SDS by any of the PSC, the Temporary Resource providing their services through the PSC or the Employment Business;

3.2.3. the Client will review the circumstances of the Assignment every 6 months to check whether its SDS remains correct. If the Client reviews the circumstances of the Assignment and the status of the Assignment has changed, the Client must withdraw its existing SDS and issue a new SDS immediately, stating the date from which the new SDS applies. Where the Client previously gave a SDS which stated that the Assignment was Outside IR35, the Client is liable for any unpaid tax, national insurance (both employee and employer) and Apprenticeship Levy which would

have been due had the Client initially given a SDS which stated that the Assignment was Inside IR35.

THE CONDUCT REGULATIONS

3.3. WHERE THE CONDUCT REGULATIONS APPLY: To enable the Employment Business to comply with its obligations under the Conduct Regulations the Client undertakes to provide to the Employment Business details of the position which the Client seeks to fill, including the following:

3.3.1. the type of work that the Temporary Resource would be required to do;

3.3.2. the location and hours of work;

3.3.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Temporary Resource to possess in order to work in the position;

3.3.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

3.3.5. the date the Client requires the Temporary Resource to start the Assignment; and

3.3.6. the duration or likely duration of the Assignment.

3.4. WHERE THE CONDUCT REGULATIONS APPLY: The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.

3.5. WHERE THE CONDUCT REGULATIONS APPLY: The Client undertakes that it knows of no reason why it would be detrimental to the interests of a Temporary Resource for a Temporary Resource to fill the Assignment.

THE AWR

3.6. The AWR apply where a Temporary Resource is an Agency Worker as defined in the AWR. The provisions in clauses 3.7 to 3.12 inclusive apply when the AWR apply.

3.7. 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 AWR.

3.8. To enable the Employment Business to comply with its obligations under the AWR, the Client undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment and at any time at the Employment Business's request:

3.8.1. to inform the Employment Business of any Calendar Weeks in which the relevant Agency Worker has worked in the same or a similar role with the Client through any third party and which count or may count towards the Qualifying Period;

3.8.2. if, the relevant Agency Worker has worked in the same or a similar role with the Client via any third party, 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;

3.8.3. to inform the Employment Business if, the relevant Agency Worker has before the start of the relevant Assignment and/or during the relevant Assignment, carried out work which could count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because they have:

3.8.3.1. completed two or more assignments with the Client;

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

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

3.8.4. except where the relevant Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:

3.8.4.1. provide the Employment Business with written details of the basic working and employment conditions the relevant Agency Worker would be entitled to for doing the same job if the Agency 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, such basic working and employment conditions being the Relevant Terms and Conditions;

3.8.4.2. 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;

3.8.4.3. 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; and

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

3.8.5. except where the relevant Agency Worker will not complete the Qualifying Period during the term of the Assignment, to give the Employment Business with written details of its pay and benefits structures and appraisal processes and any changes to the same.

3.9. In addition, for the purpose of awarding any bonus that the Agency Worker may be entitled under the AWR, the Client will:

3.9.1. include the Agency Worker in its relevant performance appraisal system;

3.9.2. assess the Agency Worker's performance;

3.9.3. give the Employment Business 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

3.9.4. give the Employment Business all other assistance it may require for the assessment of the Agency Worker's performance for the purpose of awarding any bonus.

3.10. Without prejudice to clauses 14.8 and 14.9, the Client shall inform the Employment Business in writing of any:

3.10.1. oral or written complaint the Agency Worker makes to the Client which is or may be a complaint connected with rights under the AWR; and

3.10.2. written request for information relating to the Relevant Terms and Conditions that the Client receives from the Agency Worker

as soon as possible but no later than seven calendar days from the day the Client receives any such oral or written complaint. The Client undertakes to 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 complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the AWR and the Client will give the Employment Business a copy of any such written statement.

3.11. The Client will comply with all the Employment Business's requests for information and any other requirements to enable the Employment Business to comply with the AWR.

3.12. The Client warrants that:

3.12.1. all information and documentation supplied to the Employment Business in accordance with this clause 3 is complete, accurate and up-to-date; and

3.12.2. 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 this clause 3.

4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS (WHERE THE CONDUCT REGULATIONS APPLY)

4.1. When Introducing a Temporary Resource to the Client the Employment Business shall inform the Client:

4.1.1. of the identity of the Temporary Resource;

4.1.2. that the Temporary Resource has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;

4.1.3. that the Temporary Resource is willing to work in the Assignment; and

4.1.4. of 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, except where the Temporary Resource Worker is Introduced for an Assignment in the same position as one in which the Temporary Resource had previously been supplied within the previous 5 business days and the information has already been given to the Client, unless the Client requests that the information be resubmitted.

5. CONFIRMATION OF DELIVERY OF THE ASSIGNMENT SERVICES

5.1. Where the Charges are:

5.1.1. based on time worked by a Temporary Resource, at the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week) the Client shall sign the Employment Business's timesheet confirming the number of hours worked by a Temporary Resource during the previous week.

5.1.2. not based on time worked by a Temporary Resource, the Client shall otherwise confirm in writing the delivery of the Assignment Services or the delivery of a Specified Deliverable (as set out in the relevant Assignment Details Form).

5.2. The Client agrees that by confirming delivery of the Assignment Services it also agrees that the Assignment Services have been provided satisfactorily or the Specified Deliverables have been delivered and in accordance with this Agreement. The Client acknowledges that even if it does not sign a timesheet or confirm hours worked or services provided, it must still pay the Charges for hours worked or for the Assignment Services delivered. If the Client:

5.2.1. is dissatisfied with the work performed by a Temporary Resource, or considers that the Specified Deliverables have not been delivered, the provisions of clauses 9 (Unsuitability of a Temporary Resource) and 11.2 (Termination of an Assignment) shall apply;

5.2.2. disputes the time worked by a Temporary Resource, the Client shall co-operate fully and as quickly as possible with the Employment Business to enable the Employment Business to establish what time, if any, were worked by the relevant Temporary Resource.

6. CHARGES

6.1. The Charges are calculated as shown in Schedule 1. The Client agrees to pay the Charges. VAT is payable at the applicable rate on the entirety of the Charges.

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

6.2.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Apprenticeship Levy, AWR, ITEPA, the NICs Legislation, and the Pensions Act 2008; or

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

6.3. The Employment Business will invoice the Client on a weekly basis. The Client will pay the Charges within 7 days of the date of the invoice.

6.4. WHERE THE AWR APPLY: In addition to the Charges, the Client will pay the Employment Business an amount equal to any bonus that the Client awards to an Agency Worker in accordance with clause 3.9 immediately following any such award and the Employment Business will pay any such bonus to that Agency Worker. The Client will also pay any employer's National Insurance Contributions and the Employment Business's commission due on the bonus amount (calculated using the same percentage rate as that used in Schedule 1) in addition to any bonus payable to the Agency Worker.

6.5. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England.

6.6. The Client will pay the Charges due under this clause 6 and has no right to set-off, deduct or withhold any sums due.

6.7. The Employment Business will not refund any of the Charges.

7. PAYING A TEMPORARY RESOURCE

The Employment Business is responsible for paying all Temporary Resources. Where required, the Employment Business is responsible for the deduction and payment of national insurance contributions and PAYE income tax applicable to a Temporary Resource under the requirements of the NICs Legislation and ITEPA.

8. TRANSFER FEES

8.1. The Client shall pay the Employment Business a Transfer Fee where the Employment Business Introduces a Temporary Resource to the Client and the Client either:

8.1.1. Engages the Temporary Resource either through the Employment Business or through another employment business; or

8.1.2. Introduces the Temporary Resource to a third party (including any member of the Client's Group), and the third party Engages the Temporary Resource other than through the Employment Business either during the Assignment; and

8.1.2.1. WHERE THE CONDUCT REGULATIONS DO NOT APPLY: within a period of 3 months from the termination of the Assignment that the relevant Temporary Resource was supplied into, or if there was no supply, within 3 months of the Introduction of the Temporary Resource by the Employment Business to the Client; or

8.1.2.2. WHERE THE CONDUCT REGULATIONS APPLY: within the Relevant Period, or if there was no supply, within 6 months of the Introduction of the Temporary Resource by the Employment Business to the Client.

8.2. The Employment Business will calculate the Transfer Fee as set out in Schedule 2.

8.3. WHERE THE CONDUCT REGULATIONS APPLY: If the Client wishes to Engage the Temporary Resource other than through the Employment Business, but without liability to pay a Transfer Fee, the Client may, on giving 7 days written notice to the Employment Business, engage the relevant Temporary Resource for the Period of Extended Hire specified in Schedule 2.

8.4. WHERE THE CONDUCT REGULATIONS APPLY: During the Period of Extended Hire the Employment Business shall supply a Temporary Resource on the same terms on which it has or would have been supplied during the Assignment and in any case, on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.3 and the Client shall continue to pay the Charges. If the Employment Business is unable to supply a Temporary Resource for any reason outside its control for the whole or any part of the Period of Extended Hire, or the Client does not wish to hire the Temporary Resource on the same terms as the Assignment, but a Temporary Resource is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Period of Extended Hire worked by the Temporary Resource before being Engaged by the Client. If the Client does not give the Employment Business notice of its intention to Engage a Temporary Resource other than via the Employment Business before the Engagement takes place, the parties agree that the Transfer Fee shall be due in full.

8.5. Where, before the start of the Client's Engagement of a Temporary Resource other than through the Employment Business, the Employment Business and the Client 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 Client Engaging the Temporary Resource for the agreed fixed term. Should the Client extend the Temporary Resource's Engagement or re-Engage the Temporary Resource within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

8.6. The Employment Business will not refund the Transfer Fee if the Engagement of the Temporary Resource whether by the Client or a third party to which the Client introduces the Temporary Resource, subsequently terminates or terminates before the end of the fixed term referred to in clause 8.5.

8.7. VAT is payable at the applicable rate in addition to any Transfer Fee due.

9. UNSUITABILITY OF A TEMPORARY RESOURCE

9.1. The Client undertakes to satisfy itself about a Temporary Resource's suitability to carry out the relevant Assignment Services. If the Client reasonably considers that the services of a Temporary Resource are unsatisfactory or that the Specified Deliverables have not been delivered, the Client must notify the Employment Business in writing immediately and may terminate the Assignment in accordance with clause 11.2. The Employment Business may in such circumstances and in its absolute discretion, reduce or cancel the Charges for the time worked or the services already delivered by that Temporary Resource, provided that the Client has notified the Employment Business immediately that they have asked the Temporary Resource to leave the Assignment or the Assignment terminates:

9.1.1. within 4 hours of the Temporary Resource commencing the Assignment where the Assignment is for more than seven hours; or

9.1.2. within 2 hours for Assignments of seven hours or less;

and provided that the Client subsequently notifies the Employment Business in writing of the unsuitability of the Temporary Resource (and why) within 48 hours of the termination of the Assignment.

9.2. The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that a Temporary Resource supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment immediately without prior notice and without liability. The Client will remain liable for all such Charges incurred before the Assignment was terminated.

10. INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

10.1. The Client shall advise the Employment Business at the time of instructing the Employment Business to supply a Temporary Resource, whether during the course of the Assignment, that Temporary Resource will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or will otherwise work in a position covered by the Safeguarding Legislation.

10.2. The Client shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Legislation, and to allow the Employment Business to select a suitable Temporary Resource for the relevant Assignment.

10.3. If the Client removes a Temporary Resource from an Assignment in circumstances which would require the Employment Business to provide information to the Disclosure and Barring Service (or equivalent authority) under the Safeguarding Legislation, the Client will give enough information to the Employment Business to allow it to comply with its statutory obligations.

11. TERMINATION OF AN ASSIGNMENT

11.1. Any of the Client, the Employment Business or the Temporary Resource may terminate an Assignment at any time without prior notice and without liability except where the relevant Assignment Details Form provides for a specified notice period. Otherwise an Assignment will terminate when the Client confirms that the Assignment Services have been completed. However, and whenever an Assignment terminates, the Client must pay any Charges due under clause 6 (Charges) above.

11.2. Notwithstanding the provisions of clause 11.1, the Client may terminate an Assignment with immediate effect by notice in writing to the Employment Business where:

11.2.1. the relevant Temporary Resource has breached of any statutory or other reasonable rules and regulations applicable to them while providing the Assignment Services; or

11.2.2. the Client reasonably believes that the relevant Temporary Resource has not observed any condition of confidentiality applicable to that Temporary Resource from time to time; or

11.2.3. the Client reasonably considers that a Temporary Resource's provision of the Assignment Services is unsatisfactory or that the Temporary Resource has not delivered the Specified Deliverables.

11.3. The Employment Business may terminate an Assignment with immediate effect by notice in writing if:

11.3.1. the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, does not remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or

11.3.2. the Client does not pay any amount due to the Employment Business, in full and on the date that the payment falls due; or

11.3.3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or

11.3.4. or an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client, or an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

11.3.5. the Employment Business knows or suspects that the Client is an Exempt Organisation; or

11.3.6. the Employment Business knows or suspects that the Client has not used best endeavours in providing its SDS or that the SDS is incorrect; or

11.3.7. the Client advises that the circumstances of that Assignment have changed so that an Outside IR35 Assignment has become an Inside IR35 Assignment or vice versa; or

11.3.8. where the Temporary Resource works through a PSC, the Employment Business knows or suspects that the Temporary Resource no longer meets the Conditions of Liability;

11.3.9. WHERE THE CLIENT HAS ASSESSED THE ASSIGNMENT AS OUTSIDE IR35:

11.3.9.1. the Employment Business knows or suspects that the PSC or Intermediary Staff work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Assignment Services, in breach of this Agreement; or

11.3.9.2. the Client does not give accurate and sufficient evidence that the PSC or Intermediary Staff do not work under (or subject to the right of) supervision, direction or control of any person as to the manner in which it provides the Assignment Services; or

11.3.9.3. either the Client or the PSC gives the Employment Business fraudulent information with the purpose of avoiding the Off-payroll rules or a document which fraudulently states that the PSC or Intermediary Staff do not work under (or is not subject to) the supervision, direction or control of any person as to the manner in which they provide the Assignment Services; or

11.3.9.4. either the Client or the PSC enters into avoidance arrangements where the main purpose, or one of their main purposes, is to secure a tax advantage.

11.3.10. the Employment Business knows or suspects that the Client has breached the Data Protection Laws.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1. All information relating to a Temporary Resource is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Assignment 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 information at all times.

12.2. The Client must keep confidential all information relating to the Employment Business's business which is capable of being confidential and must not divulge such information to any third party, except information which is in the public domain.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. All copyright, trademarks, patents and other intellectual property rights resulting from the provision of any Assignment Services by a Temporary Resource or any third party to whom the Assignment Services are assigned or sub-contracted, shall belong to the Client, except such rights expressly owned or retained by the relevant Temporary Resource or assignee or sub-contractor, and set out in the relevant Assignment Details Form.

13.2. The Employment Business shall use its reasonable endeavours to ensure that a Temporary Resource shall (and any relevant member of an Intermediary shall) execute all such documents and do all such acts in order to give effect to the Client's rights under to this clause.

14. LIABILITY

14.1. Whilst the Employment Business makes reasonable efforts to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from a Temporary Resource and to provide the same in accordance with the Assignment details as provided by the Client, the Employment Business does not accept liability for any Losses made by the Client, arising from the failure to provide a Temporary Resource, for completion of the Assignment, the Assignment Services, or the Specified Deliverables, or from the negligence, dishonesty, misconduct or lack of skill of a Temporary Resource or if a Temporary Resource terminates the Assignment for any reason. 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.

14.2. Subject to clause 14.3, unless expressly stated otherwise, Temporary Resources supplied by the Employment Business under this Agreement are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision and direction of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of a Temporary Resource, whether wilful, negligent or otherwise as though the Temporary Resource was on the payroll of the Client.

14.3. WHERE THE CLIENT HAS ASSESSED THE ASSIGNMENT AS OUTSIDE IR35: The Client warrants that neither it nor the Employment Business has (or has the right to) supervise, direct or control a Temporary Resource working through a PSC as to the manner in which they provide the relevant Assignment Services. The Client will notify the Employment Business in writing if it exercises or seeks the right to exercise supervision, direction or control over a Temporary Resource working through a PSC, in

which case the Employment Business may terminate the relevant Agreement and/or any Assignments under the Agreement in accordance with clause 11.3.

14.4. The Client will also comply in all respects with all statutory provisions as are in force from time to time including, but not limited to the WTR, the Data Protection Laws, Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (as amended), 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 7 (Paying a Temporary Resource), including in particular the provision of adequate Employer's and Public Liability Insurance cover for all Temporary Resources during all Assignments.

14.5. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of a Temporary Resource.

14.6. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to any provisions of ITEPA or the NICs Legislation (and/or any supporting or consequential secondary legislation relating thereto) arising out of any Assignment or arising out of any non-compliance with, and/or due to any breach of, this Agreement by the Client.

14.7. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business because of any proceedings, claims or demands by a Temporary Resource or any third party arising out of any non-compliance with, and/or as a result of, any breach of the Data Protection Laws by the Client.

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

14.9. If a Temporary Resource brings, or threatens to bring, any AWR Claim, the Client undertakes to take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Client's own cost, 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 must be given under this Agreement 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, including by email. Any 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, when that email is sent.

16. SEVERABILITY

If any of the provisions of this Agreement 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. THIRD PARTY RIGHTS

None of the provisions of this Agreement are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

18. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

.....

Signed for and on behalf of the Employment Business

.....

Name

.....

Signed for and on behalf of the Client

.....

Name

I confirm I am authorised to sign this Agreement for and on behalf of the Client.

.....

Date

SCHEDULE 1: Charges

The Employment Business calculates the Charges as shown in the table below. The actual charge for the supply of a Temporary Resource is set out in relevant the Assignment Details Form:

For Temporary Resources engaged: (a) directly by the Employment Business; or (b) through an umbrella company	• the Temporary Resource's hourly rate of pay • an amount equal to any paid holiday leave to which the Temporary Worker is entitled in connection with the WTR and, where applicable, the AWR and which is accrued during an Assignment • any other amounts to which the Temporary Resource is entitled under the AWR, where applicable • employer's National Insurance contributions • employers' auto-enrolment pension contributions • any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable • the Employment Business's commission, which is calculated as a percentage of the Temporary Resources' hourly rate. • the Apprenticeship Levy
For Temporary Resources providing their services through a PSC and the Client has determined that the assignment is Inside IR35	• the Temporary Resource's hourly rate of pay • employer's National Insurance contributions • any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable • the Employment Business's commission, which is calculated as a percentage of the Temporary Resources' hourly rate • the Apprenticeship Levy
For Temporary Resources providing their services through a PSC and the Client has determined that the assignment is Outside IR35	Remuneration as agreed on confirmation of order and rates form to be paid per month/week/day/hour

Schedule 2:

The Transfer Fee referred to in clause 8 shall be calculated as follows: 20% of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the charges will be based on the annual equivalent of a 40 hour weekly rate (refer to client booking form for agreed charge rate). The Period of Extended Hire, referred to in clause 8.2 before the Hirer Engages an Agency Worker shall be: 26 weeks.