

CLIENT TERMS OF BUSINESS

We are London Teaching Pool Limited [trading as TLTP Education, TLTP Medical and TLTP Commercial] (throughout ‘we’, ‘us’, ‘our’ and ‘ours’) of Capital Gate, 320 New North Road, Ilford, Essex, IG6 3BZ including, for the purposes of these Client Terms, our branch offices and our subsidiary companies (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006).

You are the recipient of these terms and as such you and a Connected Person are our client for the purpose of these Client Terms (throughout ‘you’, ‘your’ and ‘yours’).

The terms in this document set out the arrangements and fees for our service, together with the information that we are obliged to collect from you for the benefit of our candidates in accordance with the Conduct Regulations. Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Client Terms. Upon such acceptance, and in consideration of the mutual benefits set out herein, these terms apply.

Section Guide - The Sections in these terms are as follows:

Section 1 -	definitions and meanings that apply to these Client Terms
Section 2 -	sets out our and your respective general obligations and provisions about keeping us informed
Section 3 -	general terms applicable to Temporary Assignments
Section 4 -	explains our fees, record keeping requirements for Temporary Assignments, and invoicing
Section 5 -	Agency Worker Regulations compliance
Section 6 -	Transfer Fees and additional arrangements where you wish to Engage Candidates
Section 7 -	special provisions for business Candidates
Section 8 -	termination of Temporary Assignments
Section 9 -	addresses liability and confidentiality
Section 10 -	general terms

SECTION 1 - definitions and meanings

Additional Service - an additional specific service we provide to you, following a request from you (which may be ancillary to or as part of our services as an Employment Business or which may relate to other business)

Agency Worker - an agency worker as defined by R.3 of the AWR

Assignment - an Engagement negotiated and agreed through us, of which you tell us about prior to its commencement, including a temporary supply of a Candidate engaged by or through us (which supply is referred to as a “Temporary Assignment”)

NOTE: An Engagement which you do not tell us about in advance is not an Assignment

AWR - the Agency Workers Regulations 2010 (as amended) and any related regulations

Candidate - any person, contractor or interim manager, whether employed or self-employed, and/or a limited company through which a person is offering services, or a supplier company, in respect of whom or which, or in respect of whose skills or services, information is provided to you by us

Client Terms - these terms of business

Conduct Regulations - the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended), which apply to the operations of suppliers and introducers of individuals and companies seeking work

Connected Person - a person who receives the benefit of our services either directly or indirectly, being (a) a subsidiary company (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006) of yours, or (b) a business (whether corporate or unincorporated)

(i) which is a member of, director of, or partner in, your company or business, or

(ii) of which you are a member, or director or partner, or

(iii) for which either you, or a representative of yours is authorised by you (whether expressly or impliedly) to, undertake work (other than solely in a professional capacity)

Day 1 Rights - rights under the AWR which a hirer must apply to an Agency Worker from the first day of an Assignment, under R.12 (right to shared facilities) and under R.13 (right to be informed of relevant job opportunities in the same way as directly recruited comparable workers)

End User - any third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services, and any associate (as defined by s.435 Insolvency Act 1986) of that third party

Engagement - any engagement or employment of any description (including as defined by s.13(1)(a) of the Employment Agencies Act 1973) under an Assignment or otherwise, whether direct or indirect, under which a Candidate is due to provide any services for the benefit of you or to an End User including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or through the intermediary of a limited company or by contract through a third party, and ‘Engage’ and ‘Engaged’ shall have corresponding meaning

Expenses - any agreed expenses to be paid by you

Information - the information referred to in Schedule 1 – being Requirement Information (see clause 2.2), and AWR Information (see clause 5.0)

Introduction - the provision of information by us or by a Candidate, whether or not such information includes the Candidate’s name, that enables you to identify a Candidate or relating to a Candidate already identified, including all negotiations

between you and us relating to a Candidate, and ‘Introduce’ shall have corresponding meaning

Offer - an offer to Engage the Candidate communicated either by you or us at your request, and which is accepted by the Candidate

Opt Out Notice - a notice of opt out under R.32(9) of the Conduct Regulations

Payment Terms - 30 days from the date of our invoice under an Assignment or for any other Additional Service and in all cases of an Engagement where there is no Assignment, within 14 days of commencement of the Engagement, the sum due in respect of the fee being a debt due to us, whether or not we have submitted an invoice. If payment is late you shall pay interest on any overdue sum calculated at the rate of 2% per month

Remuneration - payment for the services of the Candidate under an Engagement calculated in accordance with clause 6.8

Requirement - a request from you in any form for an Introduction, supply, or other service

R.5 Rights - the rights an Agency Worker has to the same terms and conditions in force in your business relevant to others doing the same job, as set out in R.5 AWR

SAT - special assignment terms set out in an Assignment confirmation and which vary terms applicable only to that Requirement

Social Media - any electronic means of processing, viewing, obtaining or exchanging information or communications about work seekers through use of the internet or web based technologies/applications or any telephonic (mobile or otherwise) messaging system, but excluding electronic email programs

SECTION 2 - general obligations, information and introductions

2.0 These Client Terms, which are subject to the definitions in Section 1, apply to all dealings between you and us relating to our supply of personnel or any other services referred to herein. We operate as an Employment Business (as referred to in the Conduct Regulations) unless specified otherwise.

2.1 We agree to use our reasonable endeavours to locate Candidates for you in accordance with your Requirements.

2.2 You agree to accept our Candidate introduction and supply services and you acknowledge and agree the following:

(a) the Conduct Regulations and other statutory obligations require us to provide specific information to each Candidate and to other authorities in relation to any Requirement; accordingly, to enable us to comply with our obligations you must

(i) upon issuing a Requirement or as soon as possible thereafter provide the Requirement Information to us together with answers to any additional questions we may raise, and

(ii) prior to an Assignment notify us of any additional information that may affect the information already provided or which may be relevant to the decision of a Candidate to accept work proposed in the Requirement

(b) in order to achieve a satisfactory outcome, to check that the Candidate is suitable for your purposes and that you are satisfied with the information and

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- confirmations we have provided to you, regardless of our statutory obligations, and you agree in particular
- (i) regardless of any references or information that we may provide, to take up your own references for the Candidate and verify the curriculum vitae supplied
 - (ii) to ensure that the Candidate has any necessary permit or authority to work for you and comply with asylum and immigration requirements relevant to an employer
 - (iii) to explain your requirements to the Candidate promptly on commencement if you have not already done so
 - (c) to ensure that the Information provided under clause 2.2(a) is full and accurate and that you provide us with up to date Information should there be a change to the Information previously provided
 - (d) where you need authorisation or licensing to be able to engage a Candidate or allow the Candidate to work in the position you seek to fill, your request for us to seek a Candidate shall be deemed to be your confirmation that you have all necessary licences and authorities unless you inform us otherwise, for example where you are in the process of applying for the required authorisation.
- 2.3 You also agree
- (a) if we introduce a Candidate to you but you have previous knowledge of a Candidate such that you believe that we are not entitled to any fee it is important that you notify us in writing within 3 business days of the Introduction together with supporting documentary evidence. You agree that in the absence of your notification to us an Engagement by you shall be deemed to have resulted from and effectively be caused by our Introduction and you waive the right to rely on such previous knowledge as a reason for non-payment of any fee and our entitlement to a fee shall not be affected by any fee you pay to a third party relating to the same Candidate; it is your sole responsibility for checking whether a Candidate has been previously introduced by another party
 - (b) to tell us if you are using any Social Media for the purposes of recruitment of persons to fill positions that you have asked us to fill and for the avoidance of doubt where we have Introduced a Candidate your decision to Engage the Candidate based on or resulting from the use of Social Media shall not disentitle us to our fee
 - (c) if there is an Engagement (other than on a Temporary Assignment to you (but not an End User) through us) for which we believe we are due a Transfer Fee you shall within 7 days of our written request provide to us information to enable us to identify the Remuneration.
- SECTION 3 - terms applicable to temporary supply**
- 3.0 You agree as an on-going obligation throughout a Temporary Assignment
- (a) to be responsible for the health and safety of the Candidate as if directly engaged by you, and, without limiting that responsibility in any way, you shall undertake risk assessments of the activities required to be undertaken by the Candidate and provide a notification to the Candidate and us immediately of any specific or potential hazards relating to the Assignment and the precautions that the Candidate should take relating to that risk ('Notification')
 - (ii) not allow the Candidate to undertake any work that is hazardous without first undertaking the assessment and providing the Notification and ensuring that the work complies with all health and safety procedures and requirements relevant to that work
 - (iii) ensure that any equipment or vehicles provided by you for use in relation to the Temporary Assignment are in good order, suitable and safe and compliant with all relevant regulations and safety requirements
 - (iv) maintain adequate insurances, including but not limited to Employer's and Public Liability Insurance which provides cover for Candidates
 - (b) to notify us as soon as possible in writing if you are not satisfied with the Candidate, giving details of your reasons for that dissatisfaction, and in this event, you must allow us at least 2 working days to find and supply a suitable person for the purposes of a replacement Temporary Assignment, and you agree to adopt the new Temporary Assignment as continuing the original
 - (c) to ensure that the Candidate is aware of regulations applicable to external contractors
 - (d) to be solely responsible for providing reasonable instructions to the Candidate as to the work to be undertaken and for monitoring performance and compliance with such instructions to the extent reasonably necessary to ensure your objectives are being achieved, but without conflicting with any other provision in these Client Terms
 - (e) to provide such instructions and suitable facilities to the Candidate as are necessary to enable the services of the Candidate to be provided and to comply with any obligation to provide Day 1 Rights
 - (f) to allow us to suspend the services of the Candidate if the Candidate or a person supplied by the Candidate
 - (i) wishes to take annual leave and you have agreed a period of leave in advance, or
 - (ii) is absent due to sickness, provided that we shall require that the Candidate notify you as soon as practicable of any absence for sickness
 - (g) to refrain from discussing with the Candidate the terms of the Candidate's engagement with us, other than strictly as required for the proper objectives of the work required under the Assignment or as required by law
 - (h) that the Candidate is not an employee of yours and that neither the Candidate nor you has any obligation to the other to perform or provide work for any specific period; accordingly you shall not integrate the Candidate into your workforce or treat the Candidate as an employee or do any act or thing towards the Candidate which may be regarded as the act of an employer towards an employee, for any purpose, but not so that this shall prejudice your obligations in relation to health and safety, the AWR or other specific obligations under these Client Terms.
- 3.1 We shall include in our contract with the Candidate, which shall be a contract for services unless we inform you otherwise, the Candidate's agreement
- (a) to perform the work required under an Assignment in good faith, and with due care and skill, and to not perform any work during the Temporary Assignment for any third party which is in conflict with your interests
 - (b) where appropriate not to make use of your confidential information in terms similar to those set out in clause 9.7
 - (c) upon termination of the Temporary Assignment to deliver up to either you or an End User any documents and other materials of yours or the End User's held by the Candidate.
- SECTION 4 - records for Temporary Assignments, fees and invoicing**
- 4.0 For the period of supply under a Temporary Assignment our fee will be calculated on time spent at the rate specified for the Temporary Assignment, time spent being in accordance with records of time worked and/or services provided by the Candidate and material costs, if any. The specified rate is based upon the total of the costs to us of supplying the Candidate (including statutory payments we make to or relating to the Candidate) plus our charge ("Charge").
- 4.1 We shall be entitled to increase our fee for supply under a Temporary Assignment to account for additional costs of supply incurred as a result of changes in statutory requirements, including but not limited to increases in the national minimum wage, AWR, statutory holiday entitlement, national insurance contributions, or the level of pension contribution applicable to a Candidate.
- 4.2 You agree
- (a) at the end of each week, to verify and confirm a correct record of hours worked by the Candidate, whether using the Candidate's time record or your own or, in the case of project work services chargeable upon deliverables, verify the objectives achieved at the relevant time on records provided by the Candidate or us, in either case your confirmation or authorisation, whether by way of signature or otherwise being conclusive evidence of the acceptance of time spent and/or works undertaken by the Candidate for the relevant period
 - (b) in the event of any query or dispute relating to the time spent to cooperate with us with a view to resolving the issue promptly and to pay us the amount due for any undisputed time without any delay, delay in such payment amounting to a material breach of these Client Terms
 - (c) to keep all the records until all matters under the Temporary Assignment are concluded.
- 4.3 For the avoidance of doubt your failure to verify or sign a record in accordance with clause 4.2 shall amount to a breach of contract and you shall not be entitled to refuse payment to us on the sole basis of such failure or alleged dissatisfaction with the quality of work – if there is any dispute about time spent you shall produce to us your own record of time spent.
- 4.4 You agree to pay our fees as set out in these Client Terms as applicable in accordance with the Payment Terms without any deduction, set off or counterclaim.
- 4.5 Fees for any Additional Service will be agreed with you and are payable on delivery of the service or at such other time as may be agreed in writing.
- 4.6 No fee shall be chargeable for an Offer if, prior to commencement of a contract relating to the Offer, you withdraw the Offer for the reason that you have since come into possession of information which you have provided to us that the Candidate is wholly unsuitable for the position offered by you.
- 4.7 We may issue an invoice to you
- (a) except in the case of an Offer, for the relevant fee under each Engagement upon, or as soon as is appropriate after the commencement of the Engagement, or at any times or intervals agreed for payment in an Assignment
 - (b) for an Additional Service at the time agreed
 - (c) in the case of an Offer, at any time after the Offer.
- 4.8 All fees are subject to value added tax which shall be charged in addition and, for the purpose of calculating our fee, Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice.

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4.9 No rebates or refunds are payable unless stated herein.

4.10 In the case of a Temporary Assignment initially agreed to continue for more than one week if you advise us on the first day that the Candidate is unsuitable we shall only charge you the cost of our supply of the Candidate exclusive of our Charge.

SECTION 5 - AWR compliance

AWR IMPORTANT NOTE – IF YOU REQUIRE ANY INFORMATION ON THE REQUIREMENTS OF THE AWR PLEASE ASK US TO PROVIDE IT

5.0 Wherever we supply a Candidate to you the AWR impose obligations on both hirers and employment businesses which include the provision of R.5 Rights and Day 1 Rights; accordingly, unless we advise you that a Candidate is not an Agency Worker to enable both you and us to comply you agree the following:

- (a) after 12 weeks in the same role with the same hirer an Agency Worker is entitled to the R.5 Rights; to enable this obligation to be complied with, prior to the commencement of a Temporary Assignment or as soon as is reasonably practicable thereafter you agree to provide us with the AWR Information (see Schedule 1) so we can check whether a Candidate has previously worked for you, and current terms and conditions that apply in your organisation to individuals doing the same job as the Candidate
- (b) if requested to do so by us answer any additional questions relevant to AWR rights that we may raise
- (c) you are responsible for informing us if the Comparator Terms (see Schedule 1) change
- (d) you acknowledge that we shall be entitled to increase our fee for the supply under a Temporary Assignment to reflect any increased value which should accrue to a Candidate as a result of entitlements under the AWR
- (e) liability under the AWR may attach to both you and us in the event that R.5 Rights are not correctly provided; accordingly, you recognise that we may rely upon the Information you provide and we cannot accept liability in the event of a claim by a Candidate resulting from our reliance on inaccurate Information provided by you
- (f) to comply with your obligations under the AWR, including in respect of Day 1 Rights, and R.17 of the AWR
- (g) not to discriminate against a Candidate who is pregnant, has recently given birth or is breastfeeding, and in particular take all reasonably practicable steps to make any reasonable adjustments or modifications to remove or reduce the health and safety risk to acceptable levels, including considering whether there are any other suitable roles within your organisation for which the Candidate can be supplied by us and advise us accordingly.

SECTION 6 – Transfer Fees and additional arrangements

6.0 Where you have asked us to supply a Candidate, and we have Introduced a Candidate for that purpose, but you then wish to use the Candidate other than by supply through us, you shall pay us a fee (“Transfer Fee”) on the Engagement as follows:

- (a) where the Engagement is before any supply of the Candidate and within the Fee Period, a fee of 20% of Remuneration
- (b) after we have supplied the Candidate but within the Transfer Period, a fee of 20% of Remuneration.

6.1 The Fee Period referred to in clause 6.0(a) is the longer of

- (a) any time after an Introduction where the Introduction was the effective cause of the Engagement, or
- (b) during the latter of 9 months after
 - (i) an Introduction relating to the Candidate concerned, or
 - (ii) the last Assignment of the Candidate concerned.

6.2 The Transfer Period referred to in clause 6.0(b) is that period within the later of

- (a) 14 weeks from the first day of supply by us of the Candidate to you (disregarding any supply that ended more than 42 days prior to any new supply), or
- (b) 8 weeks after the last day of supply, or
- (c) where we have received an Opt Out Notice in relation to the relevant Candidate, 6 months after the last day of supply.

6.3 Where you wish to Engage the Candidate other than through us, but have not yet done so, and we have not received an Opt Out Notice relevant to the Candidate, you have an option to take a further supply of the Candidate through us conditional on the provisions of clause 6.4. This provision does not apply if you have already Engaged the Candidate at the relevant time.

6.4 Where the circumstances apply you may exercise the option by giving us written notice that you wish to Engage the Candidate for an additional Temporary Assignment (“Optional Extension”) on the Option Terms set out in clause 6.5, and no Transfer Fee shall be due provided that the supply on the Option Terms continues for the agreed period without any breaks save for breaks similar to those allowed under the previous Temporary Assignment unless we are at fault in failing to supply the Candidate.

6.5 The Option Terms are as follows:

- (a) save for the period of supply, all terms shall be the same as those relating to the last preceding Temporary Assignment of the Candidate, unless
 - (i) we agree alternative terms with you in advance or
 - (ii) in the case of our fee we are required, either by the Candidate or statutory requirements, to increase our payment to the Candidate
- (b) where 6.5(a)(ii) applies, our fee or our charge shall be increased by such sum as reflects the increase in payment so required as we shall notify to you
- (c) the Optional Extension shall commence on the date set out in the written notice and be for 12 months
- (d) all provisions in these Client Terms relevant to a Temporary Assignment apply and you comply with those provisions.

6.6 You acknowledge and agree that in respect of the Optional Extension

(a) your agreement to any alternative terms or increase in fee is your unequivocal acceptance that the different terms do not represent terms that are less favourable to you than under the last preceding Temporary Assignment of the Candidate

(b) if, despite your agreement in clause 6.6(a), you later maintain that the terms are less favourable to you, the period of supply, which would otherwise have been regarded as an Optional Extension, shall be regarded as a period of new supply and shall be a new Temporary Assignment to which all the provisions in these Client Terms, including this section 6, apply.

6.7 For the avoidance of doubt

- (a) we shall not be at fault in failing to supply the Candidate under an Optional Extension if the Candidate does not provide services because the Candidate is not ready, willing or able to do so, or if the services are not provided due to a material breach of these terms by you of which we have informed you
- (b) if the supply under an Optional Extension is ended prematurely for any reason other than our own fault you shall not be entitled to any discount against the Transfer Fee and we may at our discretion either issue an invoice for the Transfer Fee or for the balance of fees due to us as if the Optional Extension had continued for the agreed term.

6.8 Remuneration, for the purposes of our fee, is calculated as follows:

- (a) subject to clause 6.8(b), the remuneration is the total proposed or projected sum (whichever is higher), payable by you or an End User for the benefit of the services of a Candidate under an Engagement for one calendar year from the earlier of the proposed or actual commencement of the service, together with the value attributable by HM Revenue & Customs, or for the avoidance of doubt, would be attributed by HM Revenue & Customs were the benefit subject to tax in the UK, of all taxable benefits provided under the Engagement, such value in respect of any motor vehicle being not less than £5,000

(b) calculation is on an annualised basis so that where the sum proposed or projected sum payable relates to a period of less than a full calendar year, the rate, calculated on a weekly basis, of the proposed or projected sum for that period is deemed to apply and be payable for the remaining period of the year so that the same weekly rate applies for one full calendar year regardless of whether the Engagement continues

(c) if you do not inform us of the relevant Remuneration within 14 days of enquiry from us, or by any later date we raise an invoice, Remuneration shall be deemed to be an amount calculated on the basis of the higher of

- (i) the rate payable under the last previous Assignment, or
- (ii) the highest amount or rate indicated by either you or us as payable for the services sought by you, or

(iii) the highest amount achievable in the market place for a person of similar experience to work in the position that has been filled - such amount is to be determined by us and based upon appropriate evidence.

6.9 Wherever there is an increase in Remuneration within 12 months of commencement of an Engagement by you or an End User which is intended to be permanent, whether or not due to increased hours, we shall be entitled to raise a further invoice for our fee reflecting the increase.

6.10 In the case of an Offer, Remuneration shall be calculated on the projected sum contained within the Offer – this means that if you withdraw an Offer for any reason other than suitability, to be evidenced by you, we shall nevertheless be entitled to our Fee.

6.11 The date of an Engagement shall in all cases be the earlier of the date of an agreement to Engage or the date of commencement of any services under an Engagement.

SECTION 7 – special provisions for Candidates in business on their own account

7.0 We may from time to time supply workers to you who are in business on their own account and the provisions in this section address important issues relevant to business suppliers.

7.1 Where we believe a Candidate we are to supply is self-employed we may ask you to confirm whether or not you intend to supervise, or direct, or control how the Candidate does the required work; you agree that if you should respond

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indicating that you do not intend to supervise, or direct, or control how the Candidate does the required work we shall be entitled to rely upon your confirmation to that effect as conclusive but you may at any stage inform us that your intention has changed.

- 7.2 Where a Candidate we supply is a company and we have informed you of the existence of the company, it is agreed that
- (a) provided that the role does not involve working with vulnerable persons as defined by the Conduct Regulations, we will normally have received an Opt Out Notice.
 - (b) unless expressly stated otherwise in relation to a Temporary Assignment, none of the parties to the arrangement intend that a representative of the company ('Representative') shall provide any services in the capacity of a director or office holder of you or the End User, whether formally appointed as such or otherwise
 - (c) neither you nor an End User shall exercise control over the Representative as to the manner in which the services are to be provided; save that this shall not prevent you or an End User from otherwise providing reasonable direction or supervision, or verifying that time has been worked or milestones achieved
 - (d) the company may substitute the Representative initially named to undertake work for the company with an alternative person, provided that you have given your prior written consent to do so, which consent you agree not to unreasonably withhold in the case of a suitably qualified individual who meets your criteria for the role.
- 7.3 Wherever we supply a Candidate to you who as an individual is either carrying on a profession or a business undertaking, you agree the following:
- (a) without affecting the arrangements for supply and payment through us, your status in relation to that individual is as a client or customer of that profession or business undertaking so carried on, and the individual is not an Agency Worker by virtue of R.3(2)(b) of the AWR; accordingly, in these circumstances we agree to inform you of the profession or business undertaking so carried on, and where we do so, subject to clause 7.3(b), clauses 5.0(a) to (g) inclusive shall not apply
 - (b) where we inform you that the individual is carrying on a profession or business undertaking, it will be our reasonable belief from information provided to us by the Candidate that this is the case; accordingly, should you become aware of any circumstances leading to the conclusion that the Candidate is not in fact carrying on a profession or business undertaking, clause 5.0 shall apply and you must inform us immediately and provide us with the information as required therein
 - (c) pursuant to the Contracts (Rights of Third Parties) Act 1999 the Candidate has the benefit of clauses 3.0(a), 3.0(c) to (e) and 10.3, and it is the intention that you should be able to directly enforce against the Candidate the obligations of the Candidate towards you that are contained in the agreement between us and the Candidate.
- 7.4 Nothing in this section shall prevent you or an End User from providing reasonable instructions as to the requirement, or require adherence to policies applicable to external contractors including, but not limited to, health, safety or security.

SECTION 8 - termination of Temporary Assignments

- 8.0 We may terminate a Temporary Assignment immediately without liability and without prejudice to any right for relief if you are
- (a) in breach of any of the terms herein, or
 - (b) if we form the opinion for any reason, which need not be reasonable, that
 - (i) you may not meet your obligations to us or a Candidate, or
 - (ii) our Candidate may no longer be willing, able or suitable to undertake work for you.
- 8.1 Either you or we may terminate a Temporary Assignment by giving notice to the other
- (a) of the notice period where a notice period is agreed for termination of an Assignment, or
 - (b) if the other shall commit an Insolvency Event, namely that it becomes insolvent within the meaning of the Insolvency Act 1986 or has a receiver appointed or an order or resolution made to wind it up or enters into any arrangement or composition with its creditors or passes a resolution to cease trading or actually ceases trading or being an unincorporated body is dissolved or declared bankrupt
 - (c) if we have agreed to try and provide a suitable replacement but have failed to do so within the agreed period.
- 8.2 If a Temporary Assignment
- (a) is terminated by notice under clause 8.1(a) you shall make payment to us of the fee for the period of such notice whether or not you utilise the services of the Candidate for the period of the notice, or

- (b) is terminated on the basis set out in clauses 8.0, 8.1(b) or 8.1(c) you agree we are not at fault and you accept that we have taken a prudent commercial step to avoid loss or potential loss
- (c) being a further supply under the Option Terms, is terminated on the basis set out in clauses 8.0(a) or 8.1(b) we are not, and we shall not be deemed to be at fault in causing termination; for the avoidance of doubt in the event of such termination we shall be entitled to the greater of our Transfer Fee or the Charge that we would have been entitled to if the supply had continued for the balance of the further period under the Option Terms.

SECTION 9 - liability and confidentiality

- 9.0 You shall at all times comply with all applicable laws and regulations relevant to your relationship with us or a Candidate, including but not limited to the AWR, the Equality Act 2010 and the Data Protection Act 1998 and you agree that you shall not take any action which would cause us to be in breach of our obligations under any applicable legislation.
- 9.1 By reason of your agreement to clause 2.2 we shall not be liable for any loss or damage arising out of any representation, including any mistake or misrepresentation, made by us in good faith that may have induced you to accept an Assignment, or for any breach of contract, negligence or tort of the Candidate.
- 9.2 Neither we nor our staff shall be liable to you for any loss, damage, delay or compensation of any kind whether in contract or tort, or for breach of the Conduct Regulations or the AWR by any person other than us, which may arise out of these Client Terms or an Assignment, save to the extent that exclusion of liability is prohibited by law.
- 9.3 Without prejudice to clause 9.2, our liability shall, in any event, other than where liability cannot be limited by law, be in respect of direct losses only, and liability shall not exceed £1million in any case, and be limited in the case of a Temporary Assignment to a sum equivalent to the fee payable for 1 month under the relevant Assignment, and in all other cases to the lower of repayment of our Fee, or £100,000.
- 9.4 You shall indemnify us and keep us fully indemnified against any claims or demands including costs of dealing with the same
- (a) brought or made by a Candidate, or another business (of any kind) with which we have been dealing in relation to a Requirement, arising from incorrect or incomplete information provided by you to us, or
 - (b) arising out of any breach of clause 9.0, or
 - (c) brought or made by you in relation to any matter under clause 9.1, or
 - (d) of any government or regulatory body arising as a result of inaccurate or incomplete information provided by you.
- 9.5 You agree that the liability terms and limits set out in this section are reasonable.
- 9.6 You shall keep any information comprising an Introduction confidential and not use it for any purpose other than that disclosed by you to us at the time the information was requested; in particular you shall not directly or indirectly induce nor seek to induce a Candidate that is engaged by contract to us to terminate such contract for any reason and it is agreed that should you be in breach of this provision you shall be liable to us for liquidated damages for each breach in the sum of £20,000 being estimated damages that you agree are reasonable for our loss.
- 9.7 Subject to clause 9.8, neither you nor we shall divulge to any other party, or use for your or our own benefit, any information capable of being confidential relating to the affairs of your or our business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed.
- 9.8 You acknowledge that the information you have provided to us may be disclosed to third parties involved in the supply of Candidates to you with whom we may deal, including, but not limited to, Candidates.
- 9.9 Neither party ('the first party') shall, for the duration of these Client Terms or for a period of 12 months following the termination of an Assignment, directly or indirectly solicit or entice into their employment any person employed by the other party ('the second party') with whom the first party has had any dealings arising from these Client Terms, without the second party's prior written consent.

SECTION 10 - general terms

- 10.0 These terms apply to any request you make of us for a Candidate to be supplied by us on a temporary basis and are separate and distinct from any terms that may apply to any other business.
- 10.1 An Engagement during the Fee Period as set out in clause 6.1(b) as defined is deemed to be as a result of the relevant Introduction regardless of any information relating to the Candidate you may have received from any third party unless you have correctly notified us in accordance with clause 2.3(a).

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- There is no implied term that an Introduction must be the effective cause of an Engagement and our entitlement to a fee and the clauses related thereto, survive any termination of our service.
- 10.2 We shall advise you of the terms of any Temporary Assignment.
- 10.3 In all cases except where we supply a Candidate under a Temporary Assignment, you are solely responsible for the contractual arrangements with, payments to, and regulatory matters relating to, the Candidate.
- 10.4 Unless you have notified us otherwise prior to the commencement of an Assignment, you warrant that there are no circumstances relevant to the work, or any aspect of an Assignment, which may result in the Candidate suffering a detriment of any kind.
- 10.5 Whilst at all times we shall act in good faith we give no guarantee or warranty that we will be able to locate any suitable Candidate, or that any Candidate we Introduce is suitable for your purposes at any time.
- 10.6 Where a Candidate who is not an employee of yours is required to live away from home in order to work for you, you agree to arrange suitable accommodation for the Candidate and pay the travel costs to and from that accommodation, unless otherwise agreed with us.
- 10.7 We are authorised by you to advertise in any medium we deem appropriate to source Candidates where you have issued a Requirement to us.
- 10.8 For the avoidance of doubt the creation of an Assignment is not a variation to these Client Terms, and where times are referred to herein such times are of the essence.
- 10.9 Other than for third party rights specifically conferred in or under these Client Terms, the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 10.10 Any notice under these Client Terms shall be in writing and sent to the addressee at the last known address, fax number or electronic mail address either, respectively, by first class post, or by fax or by email to a default specified email address. Where no default email address is specified you may not provide notice by email. Notice shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission, and in the case of email on the date email confirmation of receipt (but not delivery) is received by the sender.
- 10.11 The definitions and meanings herein apply throughout, and each portion of these Client Terms, defined by punctuation, paragraphs, sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force.
- 10.12 No failure or delay by a party to exercise any right or remedy provided under these Client Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.13 Save for any SAT, these Client Terms comprise the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and override any terms proposed by you, and you acknowledge that you have not relied on any representations made by us that are not set out in these terms.
- 10.14 These terms may not be varied except either
- (a) by us in providing you with a general amendment notice and/or Client Terms, which will be deemed to apply unless you notify us in writing that you do not accept the amendments or revision within 7 days of receipt of the notice or revision, or
- (b) by agreement (whether orally or otherwise) and confirmed in writing signed by a director of ours, or by inclusion of SAT in an Assignment confirmation applicable only to the relevant Assignment.
- 10.15 For the avoidance of doubt any terms provided by you to us and included within any request for services shall not apply unless we expressly agree the same in writing signed by a director of ours and no other action by us shall imply acceptance by us of any such terms; no notice of termination by either party shall have any effect other than to end the provision of our services without affecting any other entitlement.
- 10.16 You are not entitled to assign these Client Terms to any other party without our express authority to do so, but we may assign these Client Terms upon giving notice to you, and we may assign or subcontract elements of these Client Terms, including debt, payment or invoicing arrangements without any requirement for formal notice.
- 10.17 The laws of England and Wales govern these Client Terms and the English Courts shall have sole jurisdiction.

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SCHEDULE 1 INFORMATION REQUIRED

Requirement Information – clause 2.2

Sufficient information to enable us to seek a Candidate including

- the position to be filled and date for commencement
- nature of the work and/or position required
- working conditions and location
- proposed salary and/or other payment terms
- issues relating to health and safety relevant to any Candidate
- minimum experience, certifications and qualifications required for a Candidate to be acceptable for the position
- confirmation that you have all necessary licences and consents required for the proposed work
- any other information which may be relevant to the decision of a candidate to accept the position

AWR Information – clause 5.0

Previous work - If the Candidate we supply or propose to supply has previously worked for you, details of any previous work engagement/s where the Candidate's previous engagement ended (a) due to maternity and/or (b) within the previous 6 months, the details in either case including the dates of the engagement, the capacity in which the Candidate was engaged, and the reason for the engagement ending.

Comparator Terms - information to enable us to determine the pay and basic working and employment conditions as set out in R.6 of the AWR that are ordinarily in force within your business and which would have been applicable had the Candidate been engaged directly by you on the first day of their assignment to do the same job.

This information may be provided to us by completing any form we provide.