

The JM Group - Terms & Conditions

RECITALS

- (A) The JM Group carries on the business of sourcing and supplying permanent hires & independent contractors to provide services as instructed by the client.
- (B) Transactions with the client will be based on the terms and conditions of this Agreement.

Terms & Conditions Financial Summary	
Contract Fee Margin	25%
Permanent Fee	25%
Interim & Search Terms (available at request)	POA
Payment Terms	14 days
Rebate Period (applicable if payment terms are adhered to)	0-8 weeks

Signed for & on behalf of

[print name here]

Position

Signed for & on behalf of The JM Group

[print name here]

Position

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

Date

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

- "Contractor"** means any officer, employee, worker, or representative of the Intermediary supplied to provide the Intermediary Services;
- "Contractors Regulations"** means the Contractors Regulations 2010;
- "Assignment"** means the Intermediary Services to be performed by the Contractor for the Client for a period of time during which the Intermediary is supplied by the JM Group to provide the Intermediary Services to the Client;
- "Assignment Details Form"** means the contract relating to a specific contract assignment;
- "AWR Claim"** means any complaint or claim to a tribunal or court made by or on behalf of the Contractor against the Client and/or the JM Group for any breach of the Contractors Regulations;
- "Calendar Week"** means any period of seven days starting with the same day as the first day of the First Assignment;

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- “Charges”** means the charges as notified to the Client at the commencement of the Assignment and which may be varied by the JM Group from time to time during the Assignment. The charges are comprised of the Intermediary’s fees, the JM Group’s commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;
- “Conduct Regulations”** means the Conduct of Employment Agencies and Employment Business Regulations 2003;
- “Contract Assignment”** means the project or work that a contractor is engaged to undertake;
- “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”** the EU Regulation 2016/679 (General Data Protection Regulation) and any data protection legislation applicable from time to time in the UK
- “Engagement”** means the engagement, employment or use of the Intermediary’s services or the services of any Contractor by the Client or by any third party to whom the Intermediary and/or any Contractor have 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 or through any other JM Group; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
- “First Assignment”** means:
a) the relevant Assignment; or
i. if, prior to the relevant Assignment:
ii. the Contractor has worked in any assignment in the same role with the relevant Client as the role in which the Contractor works in the relevant Assignment; and
iii. 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 Contractor 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);
- “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;
- “Intermediary”** means the person, firm or corporate body Introduced to the Client by the JM Group to carry out an Assignment (and, save where otherwise indicated, includes the Contractor);
- “Introduction”** means (i) the passing to the Client of a curriculum vitae or information which identifies the Intermediary or Contractor; or (ii) the Client’s interview of an Intermediary or Contractor (in person, by telephone or by any other means), following the Client’s instruction to the JM Group to supply a temporary worker; or (iii) the supply of an Intermediary; and in any case, which leads to an Engagement of that temporary worker, Intermediary or Contractor; and “Introduces” shall be construed

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accordingly. JM have a 12-month ownership period in instances where introductions are made and subsequently hired at either a later stage, for a different role or for another company within the client's group.

"Introduction Fee"

means the fee payable by the Client in accordance with section 3;

"Losses"

means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

"Qualifying Period"

means 12 continuous Calendar Weeks during the whole or part of which the Contractor 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, and as further defined in Schedule 1 to this Agreement;

"Relevant Terms and Conditions"

means terms and conditions relating to:

- | | |
|----------------|-----------------------------|
| a) pay | b) duration of working time |
| c) night work | d) rest periods |
| e) rest breaks | f) annual leave |
| | g) |

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

"Remuneration"

includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments and the benefit of a company car payable to or receivable by the Intermediary for services provided to or on behalf of the Client. Where a company car is provided, a notional amount of £5,000 will be added to the sums paid to the Intermediary in order to calculate the JM Group' fee.

- 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 CONTRACT

- 2.1. This Agreement and any applicable Assignment Details Form ("**Agreement**") constitutes the contract between the JM Group and the Client and is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of an Intermediary or the passing of any information about the Contractor, Intermediary to any third party following an Introduction.
- 2.2. This Agreement contains the entire agreement between the JM Group and the Client for the supply of Intermediary Services to the Client, and unless otherwise agreed in writing by a director of the JM Group, this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

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- 2.3. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director of the JM Group and the Client and are set out in writing.
- 2.4. The Client acknowledges that the Intermediary and the Contractor carrying out the Assignment have opted out of the Conduct Regulations and that none of the Conduct Regulations apply to any Assignments governed by this Agreement.

3. PERMANENT INTRODUCTION FEES

- 3.1. The introduction fee is calculated as: remuneration x fee % as per the Financial Summary table on page 1.
- 3.2. In the event of any candidate terminating the engagement or in the event the client lawfully terminates the engagement (excluding redundancy) then the client shall receive a credit calculated in accordance with the appropriate credit scales set-out in the schedule below, payable provided that the client complies with the following conditions.
- 3.3. The client notifies JM in writing of the termination of the engagement of the candidate within 7 days AND that the any fees payable were duly paid in line with agreed payment terms, time to be of the essence:

3.4.

Credit Terms	
Employment up to 4 weeks	50%
Employment up to 8 weeks	25%

For avoidance of doubt, credits are only available provided the agreed payment terms have been adhered to.

- 3.5. In instances where a contractor is hired on a permanent basis a permanent introduction fee will be payable and calculated as above.
 - 3.5.1.1. Where the amount of the remuneration payable to the Intermediary is not known, the Introduction Fee will be calculated by multiplying the monthly Charges to the client by six.

4. CONTRACT FEES

- 4.1. The Client agrees to pay the Charges.
- 4.2. The JM Group reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client:
 - 4.2.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Contractors Regulations; and/or
 - 4.2.2. if there is any variation in the Relevant Terms and Conditions.
- 4.3. In addition to the Charges, the Client will pay the JM Group an amount equal to any bonus that the Client awards to the Contractor in accordance with the Financial Summary immediately following any such award and the JM Group will pay any such bonus to the Intermediary for onward payment to the Contractor. For the avoidance of doubt, the Client will also pay any employers' National Insurance contributions and the JM Group' commission in addition to any bonus payable to the Contractor.
- 4.4. The JM Group reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 4% per annum above the base rate from time to time of the Lloyds Banking Group from the due date until the date of payment.

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- 4.5. The Client's obligations under this section shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 4.6. Where a Contractor accepts a permanent offer within the Client's group, a permanent introduction fee will be payable to the JM Group as detailed in section 3.

5. TIMESHEETS

- 5.1. 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 1 week) the Client shall sign the JM Group' timesheet verifying the number of hours worked by the Contractor during that week.
- 5.2. Signature of the timesheet by the Client is confirmation of the number of hours/days worked by the Contractor. If the Client is unable to sign a timesheet produced for authentication by the Intermediary because the Client disputes the hours/days claimed, the Client shall inform the JM Group as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the JM Group to enable the JM Group to establish what hours/days, if any, were worked by the Contractor. **Failure to sign the timesheet does not absolve the Client of its obligation to pay the Charges in respect of the hours/days worked.**
- 5.3. The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Contractor. In the event that the Client is dissatisfied with the work performed by the Contractor the provisions of clause 7 shall apply.

6. CLIENT OBLIGATIONS

- 6.1. The Client & The JM Group will comply with all requirements as per the Agency Workers Regulations.
- 6.2. The Client will enable the JM Group to comply with its obligations under the Contractors Regulations through communication and provision of requested information prior to the commencement of each Assignment and during each Assignment (as appropriate).
- 6.3. Where the Client awards any bonus to the Contractor the agreed margin will be applicable. The client must inform The JM Group within 7 days of notification to the Intermediary.
- 6.4. Any amendments, changes or complaints to T&C's must be communicated to The JM Group no later than 7 days from the event.
- 6.5. Clients must follow the official complaints procedure available at www.thejmgroup.com
- 6.6. If agreed in advance with the Client, JM reserve the right to charge on a time and materials basis for any additional recruitment consultancy services at a rate of £1,000 per day.
- 6.7. The Client will pay VAT at the applicable rate on the entirety of the Charges and all sums VAT is payable for any introduction.
- 6.8. The Client agrees to reimburse JM Group for any costs incurred relating to psychological, intelligence or skills testing of candidates.

7. TERMINATION OF CONTRACT ASSIGNMENT

- 7.1. Either party may terminate the Contract Assignment by giving to the other party notice in writing as agreed in the Assignment Details Form. If no notice was stated, then 4 weeks' notice is applicable to both parties.

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- 7.2. The Client may terminate the Assignment forthwith by notice (with supporting evidence) in writing to the JM Group where:
- 7.2.1. the Intermediary has acted in breach of any statutory or other reasonable rules and regulations applicable to it while providing the Intermediary Services; or
 - 7.2.2. the Intermediary is in wilful or persistent breach of its obligations; or
 - 7.2.3. the Client reasonably believes that the Intermediary has not observed any condition of confidentiality applicable to the Intermediary from time to time.
- 7.3. The JM Group may terminate an Assignment forthwith by notice in writing if
- 7.3.1. the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the JM Group to do so; or
 - 7.3.2. the Client fails to pay any amount which is due to the JM Group in full and on the date that the payment falls due; or
 - 7.3.3. 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
 - 7.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
 - 7.3.5. 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
 - 7.3.6. (where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs or is the subject of a bankruptcy petition or order.

8. NON-SOLICITATION

- 8.1. In instances where the Client engages the Intermediary or Contractor other than through JM Group and within a 12-month period from: termination of Assignment, interview or CV submittal of that Intermediary or Contractor then a fee will be payable as below:
- 8.1.1. Permanent hire - remuneration x fee % (where remuneration is unknown, prior client charge x 6 is used)
 - 8.1.2. Contract hire - the higher value of: working days in 6 months or length of service x margin (prior margin if unknown)
 - 8.1.3. The same charges are applicable if the Client introduces the Intermediary or any Contractor to a third party and such introduction results in an Engagement of the Intermediary or any Contractor by the third party other than through the JM Group within 12 months from the date of the introduction by the Client to the third party.

9. CONFIDENTIALITY AND DATA PROTECTION

You acknowledge and agree that:

- 9.1.1. (a) save where expressly agreed otherwise in writing, the capacity of each Party under this agreement shall be that of Data Controller, and each Party shall be responsible for its own compliance with the Data Protection Laws
- 9.1.2. (b) the service we provide may involve the provision by us of Personal Data including information relating to Candidates, our staff or third parties with whom we have dealings in respect of our services. This Personal Data may include CV's, information relating to suitability, qualifications and experience, work records and absence information, and may in some cases include sensitive Personal Data where we consider it necessary. This information is provided for the purposes of evaluating Candidate suitability, administering placements and compliance with our obligations

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- 9.1.3. (c) you will hold any Personal Data we provide securely, and confidentially and shall not use it or any part of it for any unlawful purpose, nor any purpose unrelated to the provision by us of our services, and specifically, you shall not
- 9.1.4. (i) provide the Personal Data to any person other than the person to whom we have submitted the Personal Data in the first place
- 9.1.5. (ii) include the Personal Data in any data or subsets of Personal Data nor use it for any marketing, advertising or other promotional purpose
- 9.1.6. (d) should any Candidate we supply be required to process Personal Data on your behalf, it shall be your responsibility as Data Controller to ensure that appropriate data sharing provisions are in place, although we may provide assistance in this respect
- 9.1.7. (e) you shall co-operate with us in the event of any request by a Data Subject to enforce any rights under the Data Protection Laws, any complaint, or investigation by the Information Commissioners Office or any other regulatory body or supervisory authority.
- 9.1.8. You warrant that
- 9.1.9. (a) you will at all times comply with applicable Data Protection Laws in respect of any Personal Data provided by us to you
- 9.1.10. (b) you have appropriate technical and organisational measures within your organisation, including but not limited to measures which protect against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data
- 9.1.11. (c) any Personal Data you provide to us will be lawfully obtained, compliant with the Data Protection Laws
- 9.1.12. (d) you have drawn the attention of any staff deployed by you to interface with us to our Privacy Notice.
- 9.1.13. References within this section to Personal Data, Controller, Processor and Data Subjects shall be as defined in the Data Protection Laws.
- 9.1.14. The restrictions within clause 9.0(c) shall cease to apply to Personal Data processed in relation to a relevant Candidate following employment of the relevant Candidate by the person to whom we originally submitted the Personal Data.
- 9.1.15. JM's Privacy Policy can be accessed via its website at www.thejmgroup.com/privacy-notice-and-gdpr

10. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Intermediary Services by the Intermediary for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Intermediary and set out in the Assignment Details Form. Accordingly, the JM Group shall use its reasonable endeavours to ensure that the Intermediary shall (and any relevant Contractor shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

11. LIABILITY

- 11.1. Whilst reasonable efforts are made by the JM Group to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Intermediary and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the JM Group for any Losses arising from the failure to provide an Intermediary for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Intermediary or if the Intermediary terminates the Assignment for any reason. For the avoidance of doubt, the JM Group 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.
- 11.2. Intermediaries and Contractors supplied by the JM Group to the Client are deemed to be under the supervision, direction and control of the Client for the duration of the Assignment.
- 11.3. The Client shall advise the JM Group of any special health and safety matters about which the JM Group is required to inform the Intermediary and about any requirements imposed by law or by any professional body, which must be satisfied if the Intermediary is to fill the Assignment. 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 the Intermediary.

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- 11.4. The Client shall indemnify and keep indemnified the JM Group against any Losses incurred by the JM Group arising out of any Assignment or arising out of any non-compliance with, and/or as a result of, any breach of this Agreement by the Client.
- 11.5. The Client shall inform the JM Group in writing of any AWR Claim which comes to the notice of the Client as soon possible but no later than 7 (seven) calendar days from the day on which any such AWR Claim comes to the notice of the Client.
- 11.6. If the Contractor brings, or threatens to bring, any AWR Claim, the Client undertakes to take such action and to give such information and assistance as the JM Group may request, and within any timeframe requested by the JM Group 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.

12. NOTICES

All notices which are required to be given in accordance with 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, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

13. SEVERABILITY / RIGHTS / LAW & JURISDICTION

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 provisions, which shall continue to be valid to the fullest extent permitted by applicable laws. None of the provisions of this Agreement is 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. This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.