



TEMPORARY ASSIGNMENT TERMS AND CONDITIONS

1 ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 The Client will be deemed to have accepted and agreed to these Terms and Conditions, which will prevail over any other terms put forward by the Client, when any of the following events occurs:
- 1.1.1 the Client requests the Employment Business to supply a Temporary Worker for any Assignment; or
 - 1.1.2 the Employment Business supplies a Temporary Worker to the Client; or
 - 1.1.3 a Temporary Worker begins an Assignment for the Client.

IT IS AGREED as follows:

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement the following definitions apply:

“Agreement”	means the agreement containing these Terms and Conditions;
“Assignment”	means the period during which the Temporary Worker performs services or carries out work for or on behalf of the Client, beginning when the Temporary Worker first reports to the Client to take up duties and ending on the cessation by the Temporary Worker of all such work or services;
Assignment Details Form	means the form substantially in the same format set out in the Schedule to this Agreement and provided to the Client by the Employment Business setting out the details of the Assignment, including details of the Temporary Worker, the Assignment, the duration of the Assignment, the Charges and any training or qualifications required for the Assignment;
“Agency Worker”	means an agency worker as defined by Regulation 3 of the AWR;
“AWR”	means the Agency Workers Regulations 2010;
“AWR Claim”	means any Claim or potential Claim relating to AWR;
“Charges”	means the charges as notified to the Client within the Assignment Details Form at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Employment Business' 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;
“Claims”	means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise);
“Client”	any person, firm or company who approaches the Employment Business with a view to placing an order with the Employment Business for the Introduction or supply of a Temporary Worker;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and/or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005;
“Data Protection Laws”	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) or any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
“Employee”	means an individual employed directly by the Employment Business on a permanent contract of employment
“Employment Business”	means Pharma Partners Recruitment Limited a company registered in England and Wales with company number 12000995, and whose registered office is at 8th Floor, Edmund House, 12-22 Newhall Street, Birmingham, B3 3AS;
“Engagement”	means the employment or engagement, whether under a contract of service or contract for services, and whether on a permanent or temporary basis, of a Temporary Worker by or on behalf of the Client or any third party to whom the Temporary Worker was Introduced by the Client. “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“Extended Assignment”	has the meaning given in clause 11.1.3;





“Qualifying Period”	means 12 continuous Calendar Weeks during the whole or part of which the Temporary Worker is supplied by one or more employment business or agency to the relevant Client to work temporarily for the relevant Client;
“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 such items arising out of or resulting from actions, proceedings, claims and demands;
“Off-Payroll”	means Chapter 10 Part 2 of Income Tax (Earnings and Pension) Act 2003;
“Relevant Period”	means whichever of the following periods that ends the later of: (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Temporary Worker worked for the Client; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Temporary Worker 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 period of more than 6 weeks (42 days), during which the Temporary Worker did not work for the Client pursuant to being supplied by the Employment Business;
“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, where applicable, non-taxable) payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client.
“Services”	means the supply to the Client by the Employment Business of Temporary Workers for vacancies of which the Client has notified the Employment Business;
“Temporary Worker”	a person supplied by the Employment Business to the Client to work temporarily for the Client, who has a contract of employment with the Employment Business or an agreement with the Employment Business to perform work or services or is supplied by the Employment Business to the Client via a consultancy which has an agreement with the Employment Business to perform work or services;
“Transfer Fee”	means the fee payable by the Client in accordance with clause 11 and calculated in accordance with clause 11.6; and
“WTR”	means the Working Time Regulations 1998.

- 2.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 2.3 The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- 2.4 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.

3 SERVICES

- 3.1 The Employment Business will provide the Services to the Client in consideration for the Client's paying the Charges to the Employment Business, subject to the terms of the Agreement.
- 3.2 The Employment Business will use reasonable endeavours to supply to the Client Temporary Workers suitable to carry out work of such nature as the Client notifies to the Employment Business. The Employment Business does not warrant, represent, or undertake to find a suitable Temporary Worker for each vacancy notified to it by the Client.
- 3.3 If the Client breaches any of the terms of this Agreement, the Employment Business reserves the right to withdraw, without notice, any Temporary Workers supplied without incurring any liability to the Client.





- 3.4 The parties acknowledge that AWR, Conduct Regulations and Off-Payroll are not interdependent and their applicability to the Assignment does not determine supervision, direction, or control by the Client.

4 CLIENT OBLIGATIONS AND ACKNOWLEDGEMENTS

4.1 The Client will:

- 4.1.1 specify its exact requirements by providing full details of the work for which the Temporary Worker is required and, in particular, by notifying the Employment Business when placing the order of:
- 4.1.1.1 the type of work that the Temporary Worker would be required to do;
 - 4.1.1.2 the location and hours of work;
 - 4.1.1.3 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 Worker to possess for the Assignment;
 - 4.1.1.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 4.1.1.5 the date the Client requires the Temporary Worker to commence the Assignment;
 - 4.1.1.6 the duration or likely duration of the Assignment;

4.2 Where the AWR are applicable in relation to the Temporary Worker, the Client will:

- 4.2.1 before the start of each Assignment, or, where that is not reasonably practicable, within seven days of the start of each Assignment, confirm to the Employment Business, in writing, the relevant terms and conditions relating to pay, the duration of working time, night work, rest periods, rest breaks, and annual leave (as defined in Regulation 6 of the AWR) of any employees (or workers) working for and under the supervision and direction of the Client and engaged in the same or broadly similar work as that for which the Temporary Worker is required in respect of that Assignment having regard, if relevant, to whether they have a similar level of qualification and skills;
- 4.2.2 at the Employment Business' request at any time and from time to time, provide the Employment Business with the information specified in Regulation 14(3)(a) of the AWR, within seven days of receiving that request;
- 4.2.3 not allow any Temporary Worker to undertake any work other than that which has been notified to the Employment Business by the Client in placing the order for that Temporary Worker in accordance with clause 4.1.1;
- 4.2.4 verify at the beginning of the Assignment that the Temporary Worker is suitable for the purposes for which he is required and that he has the capability to carry out the duties required, including the operation of any machinery or vehicles;
- 4.2.5 be responsible for obtaining any certificate of sponsorship or permit needed to enable the Temporary Worker to work in the United Kingdom and for ensuring that the Temporary Worker satisfies any medical requirements or other qualifications that may be appropriate or required by law;
- 4.2.6 comply with its obligations under the AWR and in particular:
- 4.2.6.1 insofar as it lies within the Client's power to do so, ensure that the Temporary Worker receives any rights in relation to basic working and employment conditions to which he is entitled under Regulation 5 of the AWR;
 - 4.2.6.2 in accordance with Regulation 12 of the AWR, ensure that, unless less favourable treatment is justified on objective grounds, the Temporary Worker is treated no less favourably than a comparable worker in relation to the collective facilities and amenities provided by the Client (as these terms are defined in that Regulation);
 - 4.2.6.3 in accordance with Regulation 13 of the AWR, ensure that during the Assignment the Temporary Worker is informed of any relevant vacant posts with the Client to give the Temporary Worker the same opportunity as a comparable worker to find permanent employment with the Client;
- 4.2.7 do nothing to cause the Employment Business to be in breach of its obligations under the AWR;
- 4.2.8 comply with all other obligations, duties and regulations, whether statutory or otherwise, including those relating to the place, nature or system of work, in any way arising from or directly or indirectly connected with the services rendered by a Temporary Worker;
- 4.2.9 assist the Employment Business in complying with the Employment Business' duties under the WTR by supplying any relevant information about the Assignment requested by the Employment Business; and





- 4.2.10 not do anything to cause the Employment Business to be in breach of its obligations under the WTR, and if the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, notify the Employment Business of this requirement before the commencement of that week.
- 4.3 The Client acknowledges that each Temporary Worker supplied to the Client for purposes which include the driving of vehicles is supplied to the Client on the Client's express warranty and undertaking that the Client is the holder of a valid operator's licence where this is required and will:
- 4.3.1 take all necessary steps to ensure that each Temporary Worker complies with all applicable road transport legislation;
- 4.3.2 take all steps that may be required by law in relation to the insurance, maintenance and safety of vehicles, and in particular:
- 4.3.3 satisfy itself that the vehicles are roadworthy and properly maintained,
- 4.3.4 in no circumstances require the Temporary Worker to check such matters; and
- 4.3.5 control the driving duties of each Temporary Worker, his journeys and hours of work, and comply with all statutory duties in relation to the Temporary Worker's driving duties and to driving licences, tachographs and logbooks.
- 4.4 The Client acknowledges and agrees that:
- 4.4.1 the Client is responsible for all acts, errors and omissions, whether wilful, negligent or otherwise of the Temporary Worker, as if the Temporary Worker was the Client's employee;
- 4.4.2 the Client will in all respects comply with all statutes, byelaws and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the WTR and the Health and Safety at Work Act 1974;
- 4.4.3 the Client will provide adequate employer's and public liability insurance cover for the Temporary Worker during all Assignments; and
- 4.4.4 if the Client reasonably considers the Temporary Worker to be unsatisfactory, it will make a complaint to the Employment Business by telephone and confirm it in writing within one day of the finding, but will not have the right to withhold from the Employment Business payment of any Charges due.
- 4.5 The Client will at all times treat all Temporary Workers with due respect and dignity and in particular must take all steps within its control to avoid any unlawful discriminatory treatment of each of them.
- 4.6 The Client will inform the Employment Business immediately if it becomes aware of any circumstances which would render any Assignment detrimental to the interests of the Temporary Worker or the Client.
- 4.7 The Client undertakes that it is not aware of anything which would be detrimental or cause detriment to the interests of the Temporary Worker or the Client.
- 4.8 Where applicable, for the purpose of awarding any bonus to which the Temporary Worker may be entitled under the AWR, the Client will:
- 4.8.1 integrate the Temporary Worker into its relevant performance appraisal system;
- 4.8.2 assess the Temporary Worker's performance;
- 4.8.3 provide the Employment Business with copies of all documentation relating to any appraisal of the Temporary Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
- 4.8.4 provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Temporary Worker's performance for the purpose of awarding any bonus.

5 CLIENT OBLIGATIONS RELATING TO QUALIFYING PERIOD

- 5.1 Where the AWR is applicable in relation to the Temporary Worker, the Client shall, prior to the commencement of each Assignment and at any time at the Employment Business' request:
- 5.1.1 inform the Employment Business of any weeks in which the Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period and provide all necessary details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken, as well as any other details requested by the Employment Business;
- 5.1.2 inform the Employment Business if the Temporary Worker has, prior to the date of commencement of the relevant Assignment and/or does, during the relevant Assignment, carry out work which could





be deemed to count toward the Qualifying Period in respect of the Assignment in accordance with Regulation 9 of the AWR because they have:

- 5.1.2.1 completed two or more assignments with the Client;
- 5.1.2.2 completed at least one assignment with the Client and one or more earlier assignments with any Affiliate; and/or
- 5.1.2.3 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.

5.2 Where clause 5.1.2 applies and provided that the Temporary Worker will complete the Qualifying Period during the term of the relevant Assignment, the Client shall provide to the Employment Business in writing:

- 5.2.1 details of the Relevant Terms and Conditions (as defined in the AWR) that the Temporary Worker would be entitled to for doing the same job if the Temporary Worker had been recruited directly by the Client at the time the Qualifying Period commenced or with those of a comparable employee;
- 5.2.2 confirmation of whether the Relevant Terms and Conditions provided are those of a hypothetical employee or worker or those of a comparable employee;
- 5.2.3 an explanation of the basis on which the Client considers that the relevant Temporary Worker is a comparable employee if the Relevant Terms and Conditions provided are those of a comparable employee;
- 5.2.4 details of any variations to the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
- 5.2.5 details of its pay and benefits structures and appraisal processes and any variations of the same.

5.3 The Client warrants that:

- 5.3.1 all information and documentation supplied to the Employment Business in accordance with this Agreement is true, complete, accurate and up-to-date; and
- 5.3.2 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 Agreement.

5.4 Without prejudice to clauses 18.5, 19.1.4 and 19.1.5, the Client shall promptly, and in any event within 7 days of becoming aware, inform the Employment Business in writing of any:

- 5.4.1 oral or written complaint the Temporary Worker makes to the Client which is or may be a complaint connected with rights under the AWR; and
- 5.4.2 written request for information relating to the Relevant Terms and Conditions that the Client receives from the Temporary Worker,

and the Client will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Temporary Worker within 28 days of the Client's receipt of such a request, in compliance with Regulation 16 of the AWR. The Client will provide the Employment Business with a copy of any such written statement.

6 OFF-PAYROLL AND TEMPORARY WORKERS IN BUSINESS ON THEIR OWN ACCOUNT

6.1 Where Off-Payroll applies, the Client undertakes and agrees to assess the working practices of Services to be provided during the Assignment and to notify the Employment Business of the status determination of such assessment prior to the commencement of the work or 31st March 2021, whichever the latter. If the Client is classed as a public sector body under the legislation, then the status determination will be provided before the Assignment commences.

6.2 Where the Temporary Worker and/or the Employment Business does not agree with the Client's status determination the Client will introduce a status determination dispute process allowing the Employment Business/worker to present additional information for the Client to consider. After due consideration the Client will, within a period of 45 days from the date of the objection, notify the Employment Business/Worker if the Client agrees to change the initial status determination.

6.3 Where Off-Payroll applies, the Client undertakes and agrees to provide any information reasonably requested at any time by the Employment Business promptly in order to assist the Employment Business to comply with Off-Payroll.

6.4 The Client undertakes and agrees to notify the Employment Business in the event of changes to information provided under clauses 6.1 or 6.3 that occur during the term of the Assignment.





- 6.5 The Employment Business may from time to time supply Temporary Workers to the Client who are in business on their own account and the provisions in this clause 6 address important issues relevant to business suppliers.
- 6.6 Where the Employment Business supply a Temporary Worker, who, as an individual is either carrying on a profession or a business undertaking or is a company or operates through a company:
- 6.6.1 the Client acknowledges that:
- 6.6.1.1 where the Temporary Worker is unable to provide any part of the Assignment for whatever reason the Temporary Worker shall be entitled to, subject to approval from the Client (such approval not to be unreasonably withheld), replace the Temporary Worker with an alternative Temporary Worker provided that the replacement has the required skills, qualifications, resources and personnel to perform the Assignment and the terms of this Agreement shall govern any such replacement;
- 6.6.1.2 and warrants that, subject to clause 6.7, Temporary Workers supplied by the Employment Business shall not be under the supervision, direction and control of the Client as to the manner in which they provide the Assignment but for the avoidance of doubt this provision shall not prevent the Employment Business or the Client from providing instructions to enable the Temporary Worker to understand the scope and requirements for the work to be done, or verifying that time has been worked or milestones achieved; and
- 6.6.1.3 the Temporary Worker shall be permitted to determine how it will provide the Assignment and will have the flexibility to determine the number of hours required and the times worked, to perform the Assignment, subject to the Temporary Worker complying with any reasonable operational requirements of the Client. The Temporary Worker will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site;
- 6.6.2 the Temporary Worker is not an Agency Worker by virtue of Regulation 3 of the AWR;
- 6.6.3 it will be the Employment Business' reasonable belief from information provided to it by the Temporary Worker that the Temporary Worker is not an Agency Worker. Should the Client become aware of any circumstances leading to the conclusion that the Temporary Worker is in fact an Agency Worker, the Client will inform the Employment Business immediately and provide such information as it requires and, to the extent that the Temporary Worker is an Agency Worker, the AWR shall be applicable and relevant provisions of this Agreement shall apply.
- 6.7 Where the Employment Business believes that clause 6.6 applies in relation to a Temporary Worker, the Employment Business may request that the Client confirm whether, notwithstanding their agreement in clause 6.6, the Client intends to supervise, direct, or control how the Temporary Worker performs the Assignment. The Client agrees that if it does not intend to supervise, direct, or control how the Temporary Worker performs the Assignment, the Employment Business shall be entitled to rely upon the Client's confirmation to that effect as conclusive but the Client may at any stage inform the Employment Business that their intention has changed, in which case, clause 6.6.3 shall apply.
- 6.8 Nothing in this clause 6 shall prevent the Client from providing reasonable instructions related to the Assignment, or require adherence to policies applicable to external contractors including, but not limited to, health, safety or security.

7 INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE CLIENT

- 7.1 When supplying a Temporary Worker to the Client, the Employment Business shall inform the Client, so far as enabled to do so by information provided by the Temporary Worker to the Employment Business:
- 7.1.1 of the identity of the Temporary Worker;
- 7.1.2 that the Temporary Worker has the necessary or required experience, training, qualifications, and any authorisation required by law or a professional body to work on the Assignment;
- 7.1.3 that the Temporary Worker is willing to work on the Assignment; and
- 7.1.4 whether the Temporary Worker is employed by the Employment Business under a contract or services or apprenticeship, through the Temporary Worker's own personal service company / partnership or a contract for services.
- 7.2 Where the information described in clause 7.1 is not given in writing before the commencement of the Assignment, it shall be confirmed in writing by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) after the commencement of the Assignment, save where the Temporary





Worker has worked on the same or similar Assignment for the Client within the previous 5 business days and such information has already been given to the Client.

8 TIME SHEETS

- 8.1 At the end of each week of an Assignment, or at the end of an Assignment where it is for a period of one week or less, the Client shall verify the number of hours worked by each Temporary Worker during that week, by signing the Employment Business' timesheet(s) for each Temporary Worker, either manually or digitally.
- 8.2 The Client's signature of the timesheet will be confirmation of the number of hours worked. If the Client does not sign the timesheet because it disputes the number of hours claimed, the Client will inform the Employment Business as soon as reasonably practicable and will co-operate fully and promptly with the Employment Business to establish what hours, if any, were worked by the Temporary Worker.
- 8.3 The Temporary Worker will be paid as appropriate by the Employment Business on receipt of a timesheet signed by the Client, which will be deemed conclusive evidence that the Client:
 - 8.3.1 is satisfied with the work done by the Temporary Worker;
 - 8.3.2 agrees to and accepts these Terms and Conditions; and
 - 8.3.3 agrees to pay the Charges in accordance with clause 4 in full and without dispute or deduction.
- 8.4 Failure to sign the timesheet does not affect the Client's obligation to pay the Charges in respect of the hours worked by the Temporary Worker.
- 8.5 The Client will not be entitled to decline to sign a timesheet on the grounds that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsatisfactory work, the provisions of clause 12 below shall apply.

9 CHARGES

- 9.1 The Client agrees to pay the Charges in accordance with the Assignment Details Form and, unless otherwise agreed in writing, will pay for the supply of the Temporary Work:
 - 9.1.1 the hourly Charges in respect of each Temporary Worker for all hours worked by that Temporary Worker, as set out in the Assignment Details Form and
 - 9.1.2 such travel and other expenses as have been agreed by the parties in advance.
- 9.2 Unless otherwise stated within the Assignment Details Form, the Charges are calculated based on 8 hours per day, Monday to Friday, Saturday at time and a half, and Sunday and Bank Holidays at double time.
- 9.3 The Charges are invoiced to the Client on a weekly basis and are payable within 7 days of the date of the Employment Business' invoice.
- 9.4 All amounts stated are exclusive of VAT and any other applicable taxes, which will, if applicable, be charged in addition at the rate in force at the time the Client is required to make payment.
- 9.5 The Employment Business reserves the right to vary the Charges by giving written notice to the Client if required to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 9.6 Where applicable, in addition to the Charges, the Client will pay the Employment Business an amount equal to any bonus that the Client awards to a Temporary Worker in accordance with clause 4.8 immediately following any such award and the Employment Business will pay any such bonus to the Temporary Worker. For the avoidance of doubt, the Client will also pay any employer's National Insurance Contributions and the Employment Business' commission on the bonus (calculated using the same percentage rate as that used under clause 9.1) in addition to any bonus payable to the Temporary Worker.
- 9.7 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in this Agreement, then the Employment will be entitled:
 - 9.7.1 to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date from the due date until the date of payment;
 - 9.7.2 to require the Client to pay, in advance, for any Services, or any part of the Services, which have not yet been performed;
 - 9.7.3 not to perform any further Services, or any part of the Services; and
 - 9.7.4 to withdraw without notice any Temporary Worker(s) currently on Assignment with the Client.
- 9.8 If notice is provided in accordance with clause 6 to the Employment Business after the commencement of the Assignment, the Client agrees and accepts that the Employment Business is entitled to vary its Charges to comply with Off-Payroll.
- 9.9 The Client's obligations under this clause 9 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.





9.10 No refunds or rebates are payable by the Employment Business in respect of the Charges.

10 PAYING THE TEMPORARY WORKER

10.1 The Employment Business will:

- 10.1.1 pay each Temporary Worker the wages and reimbursement of expenses to which the Temporary Worker is entitled by reason of carrying out work for the Client;
- 10.1.2 where appropriate, make deductions and account to HM Revenue and Customs for income tax in respect of the remuneration of each Temporary Worker; and
- 10.1.3 where appropriate, make deductions and account for all necessary national insurance contributions relevant to the remuneration of each Temporary Worker.

11 TRANSFER FEES

11.1 Subject to clause 11.4, if the Client Engages any Temporary Worker directly, or indirectly (other than through the Employment Business) the Client will:

- 11.1.1 immediately notify the Employment Business of the Engagement; and
- 11.1.2 pay to the Employment Business the Transfer Fee calculated in accordance with the rates set out at clause 11.7; or
- 11.1.3 if the Client so elects by at least one week's notice in writing to the Employment Business, hire the Temporary Worker for an extended period of hire of 12 weeks (commencing on the date the Client Engaged the Temporary Worker directly, or indirectly (other than through the Employment Business)) in respect of which the Client will pay to the Employment Business the Charges in accordance with clause 9.1 ("**Extended Assignment**").

11.2 Where the Client decides (in accordance with clause 11.1) to have the Temporary Worker supplied by the Employment Business for the Extended Assignment:

- 11.2.1 the Employment Business shall supply the Temporary Worker on the same terms on which he or she 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 Client's notice of election'
- 11.2.2 the Charges payable by the Client during the Extended Assignment shall be those applicable immediately before the Employment Business received the Client's notice of election;
- 11.2.3 at the end of the Extended Assignment, the Client may Engage the Temporary Worker without paying the Transfer Fee;
- 11.2.4 if the Client chooses an Extended Assignment, but engages the Temporary Worker before the end of the Extended Assignment, the Transfer Fee may be charged by the Employment Business, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client; and
- 11.2.5 If the Employment Business is unable to supply the Temporary Worker for any reason outside its control for the whole or any part of the Extended Assignment, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Extended Assignment worked by the Temporary Worker before being Engaged by the Client.

11.3 Subject to clause 11.4, if the Client Introduces (whether directly or indirectly) any Temporary Worker to any third party, including any Affiliate of the Client, and that Introduction results in the employment or engagement, whether under a contract of service or contract for services, and whether on a permanent or temporary basis, of the Temporary Worker by that third party, the Client will:

- 11.3.1 immediately notify the engagement to the Employment Business; and
- 11.3.2 pay to the Employment Business the Transfer Fee calculated in accordance with the rates set out at clause 11.7.

11.4 Clauses 11.1 and 11.3 will not apply if the Temporary Worker is Engaged by the Client, or begins working for the Client pursuant to being supplied by another employment business/agency, or is employed or Engaged by the third party, after the end of the Relevant Period.

11.5 Where the Temporary Worker has opted out of the Conduct Regulations the Client shall be liable to pay the Transfer Fee where that Temporary Worker is Engaged by the Client during the Assignment or within 52 weeks of commencement of the Assignment.

11.6 If there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement of the





Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months of the date of the Introduction, the Client shall be liable to either:

11.6.1 subject to electing upon giving 7 days' notice, a period of hire of the Temporary Worker being 26 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 9.1 for each hour that the Temporary Worker is so employed or supplied; or

11.6.2 the Transfer Fee calculated in accordance with the rates set out at clause 11.7.

However, where the Client does not give such notice before the Temporary Worker is Engaged, the parties agree that the Transfer Fee shall be due.

11.7 The Transfer Fee shall be calculated as follows:

Remuneration	Fee (% of Remuneration)
Up to £24,999	20%
£25,000 to £49,999	25%
£50,000 and above	30%

11.8 The Company will not refund the Transfer Fee if the Engagement subsequently terminates.

11.9 VAT is payable in addition to any Transfer Fee due.

12 UNSUITABILITY OF THE TEMPORARY WORKER

12.1 If the Client reasonably considers that the work of the Temporary Worker is unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker.

12.2 If an Assignment is terminated early under this clause 12, the Employment Business may, in its absolute discretion, reduce or cancel the Charges for the time worked by that Temporary Worker, provided that:

12.2.1 the Client has notified the Employment Business immediately that they have asked the Temporary Worker to leave the Assignment;

12.2.2 the Assignment terminates within 4 hours of the Temporary Worker commencing the Assignment where the Assignment is for more than 7 hours, or within 2 hours of the Temporary Worker commencing the Assignment for Assignments of 7 hours or less; and

12.2.3 the Client provides written confirmation of the unsuitability of the Temporary Worker, including reasonably satisfactory evidence, to the Employment Business within 48 hours of the termination of the Assignment.

12.3 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 any Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding such termination, the Client shall remain liable for all Charges incurred prior to the termination of the Assignment.

12.4 The Client shall notify the Employment Business immediately and without delay and in any event within 2 hours if the Temporary Worker fails to attend work or has notified the Client that they are unable to attend work for any reason.

13 DATA PROTECTION COMPLIANCE

13.1 For the purposes of this clause, any defined terms shall have the meaning given to them in the Data Protection Laws.

13.2 The parties acknowledge that the Employment Business is a Controller in respect of a Temporary Worker's Personal Data and that the Employment Business provides such Personal Data to the Client in accordance with the Data Protection Laws for the purposes anticipated by this Agreement.

13.3 The parties further acknowledge that the Client is a Controller of the Temporary Worker's Personal Data.

13.4 The parties agree that they are not Joint Controllers in respect of the Temporary Worker's Personal Data.

13.5 Each party shall comply with Data Protection Laws in so far as they apply to its activities as a Controller and ensure that it has established a legal basis required by Data Protection Laws under which it processes the Personal Data of a Temporary Worker.

13.6 The Client shall not do anything to cause the Employment Business to breach any of its obligations under the Data Protection Laws.

13.7 The Client agrees that unless it notifies the Temporary Worker otherwise, it will only process the Temporary Worker's Personal Data for the purposes of considering them for an Assignment and if relevant, in relation to the Temporary Worker's performance of the Assignment.





14 TERM AND TERMINATION

- 14.1 This Agreement shall continue until terminated in accordance with clause 15, until the completion of the Assignment to the reasonable satisfaction of the Client, at which time this Agreement shall expire automatically unless previously terminated by the Employment Business or the Consultancy giving the other party the period of notice specified in the Schedule.
- 14.2 Without prejudice to the other remedies or rights the Employment Business may have, the Employment Business may terminate all or part of its Services or all or some of the Assignments, on written notice to the Client:
- 14.2.1 if the Client is in material breach of its obligations under this Agreement and, if the breach is capable of remedy, the breach is not remedied within 14 days of the Client receiving notice which specifies the breach and requiring the breach to be remedied;
 - 14.2.2 the Client fails to pay any sum due to the Employment Business on the due date for payment and the amount remains unpaid 7 days after receiving notice to make payment;
 - 14.2.3 to the extent that clause 6.6 applies, the Client notifies the Employment Business that it has or intends to exercise supervision, direction or control over the Temporary Worker; or
 - 14.2.4 if the Client becomes insolvent or if an order is made or a resolution is passed for the winding up of the Client (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Client's assets or business, or if the Client makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 14.3 The notice will take effect as specified in the notice.
- 14.4 On termination of the Services, the Client will pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Employment Business for the performance of the Services prior to the date of termination.

15 ASSIGNMENT COMMENCEMENT AND TERMINATION

- 15.1 The Assignment shall commence on the date set out in the Assignment Details Form and shall continue until terminated:
- 15.1.1 as provided by the terms of this Agreement; or
 - 15.1.2 by either party giving written notice to the other of not less than the period set out in the Assignment Details Form.
- 15.2 Notwithstanding the provisions of clause 12, the Client may terminate the Assignment with immediate effect by notice in writing to the Employment Business where:
- 15.2.1 the Temporary Worker has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Services; or
 - 15.2.2 the Client reasonably believes that the Temporary Worker has not observed any condition of confidentiality applicable to the Temporary Worker from time to time.
- 15.3 On termination of an Assignment, the Client will pay for all Charges incurred prior to the termination of the Assignment.

16 CONFIDENTIALITY

- 16.1 Each Party ("**Receiving Party**") will keep the confidential information of the other party ("**Supplying Party**") confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose of and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 16.1, and ensure that the Receiving Party's officers, employees and agents meet the obligations.
- 16.2 The obligations of clause 16.1 will not apply to any information which:
- 16.2.1 was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
 - 16.2.2 is, or becomes, publicly available through no fault of the Receiving Party;





- 16.2.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - 16.2.4 was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or
 - 16.2.5 is required to be disclosed by order of a court of competent jurisdiction.
- 16.3 The obligations set out in this clause will survive termination of this Agreement indefinitely.

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 All copyright, trademarks, patents and other intellectual property rights deriving from the provision of work by the Temporary Worker in the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Temporary Worker. The Employment Business shall use reasonable endeavours to ensure that the Temporary Worker execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause 17.

18 LIABILITY

- 18.1 Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity, and reliability in Temporary Workers and to comply with the Client's requirements, the Client accepts and agrees that the Employment Business gives no warranty as to the suitability of any Temporary Worker for any Assignment.
- 18.2 Neither the Employment Business nor any of its staff will be liable to the Client for any Losses incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction or supply of a Temporary Worker to the Client or with any failure by the Employment Business to Introduce or supply a Temporary Worker for all or part of any period booked by the Client (except that in the latter case the Client may be entitled to a reduction or cancellation of the Charges payable), unless such loss, damage, costs, or expenses are the direct result of the negligent acts or omissions of the Employment Business. In particular, but without limitation, the Employment Business will not be liable for any loss, injury, damage, expense or delay arising from, or in any way connected with:
- 18.2.1 any failure of the Temporary Worker to meet the Client's requirements for all or any of the purposes for which the Temporary Worker is required by the Client; or
 - 18.2.2 any act or omission of a Temporary Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
 - 18.2.3 any loss, injury, damage, expense or delay suffered by a Temporary Worker.
- 18.3 Except in the case of death or personal injury caused by the Employment Business' negligence, the liability of the Employment Business under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Charge(s) paid or due to be paid by the Client to the Employment Business under this Agreement.
- 18.4 Neither party will be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 18.5 will not apply to clause 18.4.
- 18.5 The Client will indemnify and hold harmless the Employment Business from and against all Claims and Losses arising from loss, damage, liability or injury to the Employment Business, its employees and third parties, by reason of or arising out of:
- 18.5.1 any loss, injury, expense or delay suffered or incurred by a Temporary Worker, however caused; and/or
 - 18.5.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Temporary Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and
 - 18.5.3 any loss, injury or delay suffered or incurred by the Employment Business as a result of any act or omission of the Client,
- that arises directly or indirectly out of or is in any way connected with the relevant Assignment, any information supplied by the Client to the Employment Business or the Client's breach of this Agreement.
- 18.6 Each of the parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any





conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

19 WARRANTIES

19.1 The Client warrants that:

- 19.1.1 it will notify the Employment Business in writing as to whether the Temporary Worker is inside or outside IR35 legislation prior to the commencement of the work or 31st March 2021, whichever the latter.
- 19.1.2 it will advise the Employment Business of all special health and safety matters about which the Employment Business is required to inform the Temporary Worker, and about any requirements imposed by law or by any professional body which must be satisfied if the Temporary Worker is to fill the Assignment;
- 19.1.3 it will at all times 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 Temporary Worker;
- 19.1.4 it will inform the Employment Business in writing of any AWR Claim or anticipated AWR Claim which the Client becomes aware of as soon as practicable but in any event within 7 days of becoming aware of any AWR Claim or anticipated AWR Claim;
- 19.1.5 if a Temporary Worker brings, or threatens to bring, any AWR Claim, it will, at its own cost, take such action and give such information and assistance as the Employment Business may request, and within any timeframe stipulated by the Employment Business, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

20 NON-SOLICITATION

20.1 The Client shall not solicit Employees of the Employment Business or assist either directly or indirectly in the solicitation of Employees of the Employment Business, during the term of this Agreement or for a 12-month period after its termination. If the Client breaches this clause 20.1, the Client will be liable to pay the Employment Business the amount equivalent to 3 times the Employee's Remuneration by way of liquidated damages.

21 FORCE MAJEURE

21.1 Neither party will have any liability under or be deemed to be in breach of this Agreement if it is delayed, hindered or prevented from performing its obligations under this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances will promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than thirty days, either party may terminate the Services and/or relevant Assignment by written notice to the other party.

22 NOTICES

22.1 All notices 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, 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 2 business days after posting; if by email 24 hours after sending; and if by facsimile transmission, when that facsimile is sent.

23 GENERAL

23.1 Subject to clause 9.5, no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a Manager or Director of 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 such varied terms shall apply.

23.2 Subject to the following sentence, neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other party. A party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Agreement.





- 23.3 This Agreement and the terms of any Assignment contain the entire agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between them relating to such subject matter.
- 23.4 No failure or delay by the Employment Business in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 23.5 This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Neither party will have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 23.6 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 23.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to them any right to enforce any of its provisions.

24 GOVERNING LAW AND JURISDICTION

- 24.1 The validity, construction and performance of this Agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.





Schedule 1

TEMPLATE ASSIGNMENT DETAILS FORM

Client Name:	
Assignment/Services:	
Temporary Worker Name:	
Client Location:	
Start Date:	
Assignment duration or expected completion date:	
Notice to terminate early:	
Charges:	Rate Type Rate £
The experience, training, qualifications and any authorisation necessary or required by law or a professional body:	None
Any known health and safety risks and the steps the hirer has taken to reduce the risks:	None

Version: TOB CLIENT TEMP ALL - NR01012021PPRL

