TXP Talent Limited
a company incorporated in England and Wales under company number 04111892
and whose registered office is at Suite 103-105, Fort Dunlop, Fort Parkway, Erdington, Birmingham B24 9FD
("**Employment Business**");

Standard Terms of Business - Supply of Contractor Services to Clients

1. Definitions

1.1 Unless the context otherwise requires, references to the singular include the plural.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and all subordinate legislation including all instruments, orders or regulations made under or deriving from a statute or provision.

1.3 In these Terms -

"**Agency Worker"** means Representative who works temporarily for and under the supervision and direction of Client and/or End User;

"**Alternative Hire Period**" means a period of 12 months or as agreed within Contractor Schedule;

"**Assignment**" means the period during which Contractor renders the Services;

"**AWR**" means the Agency Workers Regulations 2010;

"**Client**" means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom Employment Business supplies or Introduces Contractor;

"**Client Group**" means Client, any corporate body of which Client is a subsidiary (as defined by s. 1159 of the Companies Act 2006), any other subsidiary of such corporate body and any subsidiary of Client;

"**Conduct Regulations**" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and references to a particular Regulation are references contained therein;

"**Contractor**" means the person, entity or company Introduced by Employment Business to Client including, but not limited to, any officer member or employee of Contractor if Contractor is a limited company or limited liability partnership, the Representative, the company who provides the Services (and members of Employment Business's own staff for the purposes of Clause 3.6);

"**Contractor Schedule**" means the schedule provided by Employment Business to Client confirming the details relating to Services;

"**Data Controller**" means "controller" in accordance with the Data Protection Legislation;

"**Data Protection Legislation**" means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, privacy and electronic communications including without limitation, (a) the Data Protection Act 2018; (b) the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) ("UK GDPR"); (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679;

"**End User**" means the company with whom Client has an agreement and who is the recipient of the Services;

"Engagement" means the engagement, employment or use of Contractor by Client, by Client Group or by any third party to whom or to which Contractor was Introduced by Client (whether with or without Employment Business's knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or through any other engagement directly or indirectly and **"Engages"** and **"Engaged"** will be construed accordingly;

"**Introduced**" means -

a) Client's interview of a Contractor in person or by audio or visual means;
b) meeting between the Client and Contractor to specify the Services in person or by audio or visual means; or
c) the passing to Client of information about Contractor;

whichever is earlier and "**Introduces**" and "**Introduction**" will be construed accordingly;

"**Off-Payroll**" means amendments to Chapter 8 and Chapter 10, Part 2 of Income Tax (Earnings and Pensions) Act 2003;

"**Opted-Out**" means the notice given by Contractor and Representative in accordance with regulation 32(9) of the Conduct Regulations;

"**Personal Data**" means as set out in, and will be interpreted in accordance with Data Protection Legislation;

"**Personal Data Breach**" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Contractor;

"**Process**" means as set out in, and will be interpreted in accordance with Data Protection

Legislation and "Processed" and "Processing" will be construed accordingly;

"**Qualifying Period**" means 12 continuous Calendar Weeks, as defined within regulation 7 of the AWR 2010, subject to regulations 8 and 9 of the AWR 2010;

"**Quarantine Period**" means the period of either 14c weeks from the first day the worker has worked or 8 weeks from the last day the worker has worked, referred to as the "relevant period" as set out within regulation 10(5) of the Conduct Regulations, or 12 months from the end (howsoever arising) of Assignment where Contractor has Opted-Out of the Conduct Regulations.

"**Remuneration**" means basic salary, shift or weighting allowances, guaranteed and/or anticipated bonus and commission earnings, car allowance and any other benefit or allowance;

"**Representative**" means employee, officer or representative of Contractor, who renders the Services on behalf of Contractor;

"**Services**" means the services to be performed by Contractor pursuant to these Terms, as described in Contractor Schedule;

"**Terms**" means these terms of business and will include any schedules, including Contractor Schedule issued pursuant to these terms of business; and

"**Transfer Fee**" means the fee set out within these terms.

2. These Terms

2.1 These Terms are effective from date of issue to Client and supersede all previous terms of business issued by Employment Business.

2.2 These Terms will be deemed to be accepted by Client and to apply by virtue of (a) the passing of information about a Contractor to Client by Employment Business or (b) an Introduction to Client of, or the Engagement by Client of, a Contractor or (c) the signature by Client on a timesheet, or other form of verification relating to services provided by Contractor or (d) Client's signature at the end of these Terms or (e) any other written, expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not Contractor is Engaged by Client for the same type of work as that for which the Introduction was originally affected.

2.3 These Terms contain the entire agreement between the parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous terms of business, agreement or any purchase conditions put forward by Client.

2.4 For the purposes of these Terms, Employment Business acts as an employment business as defined within the Conduct Regulations.

2.5 Where there is a conflict of provisions between the main body of these terms of business and Contractor Schedule, the main body of these terms of business will take precedence save where expressly provided for within the clauses herein or agreed as a variation set out within Contractor Schedule.

2.6 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.

2.7 Unless the context otherwise requires, references to the singular includes the plural and feminine includes masculine and vice versa.

3. Client Obligations

3.1 Client agrees to, and where applicable will ensure End User will, be responsible for providing the working environment for Contractor, save where such resources are to be provided by Contractor.

3.2 These Terms are personal to Client and will not be assigned by it without the prior written consent of Employment Business. For the avoidance of doubt, this restriction includes any assignment to any subsidiary, associated company or member of Client's group.

3.3 Client undertakes to provide Employment Business with details of any specific health and safety risks in relation to the Services, together with details of any steps taken to prevent or control such risks.

3.4 Client shall ensure that Contractor works in a safe environment in accordance with a safe system of work where it has responsibility for the working environment. Client agrees to indemnify and keep indemnified Employment Business from and against all loss or liability suffered or incurred by Employment Business as a result of any claim by Contractor and/or Representative arising out of any injury or damage to his/her person or property suffered in the course of performing the Services.

3.5 Client undertakes to confirm in writing to Employment Business -

a) the date upon which Contractor is required to commence the provision of the Services;
b) the expected duration of Assignment;
c) the nature of and/or specifics of the services required to be provided by Contractor;
d) the location/s Contractor is to deliver the Services;
e) details of any applicable End User;
f) any specific recording requirements Client expects of Contractor;
g) any experience, training, qualifications, professional body authorisations that Client, the

law or professional body requires Contractor to possess to provide the Services;

h) any expenses payable by or to Contractor;

i) any site regulations, IT access/security/usage policies, health and safety procedures and any other procedures or policies Client (or End User) requires Contractor to adhere to and will provide copies of any such policies/procedure to Employment Business;

j) any health and safety risks and any steps taken to address those risks; and

k) whether Off-Payroll applies to it.

3.6 Client agrees to provide written notice to Employment Business within 7 working days where it receives details of a Contractor from Employment Business which it has already received from (a) another company; or (b) a person; or (c) the Contractor; or (d) any other source including (without limitation) from social media, job boards or advertisements placed by Client. Client further agrees that if no such notice is given by Client to Employment Business then in the event of an Engagement of the Contractor by Client, howsoever arising, Client agrees to pay Employment Business a fee in accordance with clause 5.

3.7 Client acknowledges and agrees that where Client is unable to evidence such or freely admits their possession of the Contractor's details was not in relation to the Vacancy, Client agrees to pay Employment Business' fee in accordance with clause 5.

3.8 Client undertakes to notify Employment Business immediately of its, or of Client Group's, or of End User's, intention to -

a) engage a Contractor Introduced by Employment Business; or

b) extend Assignment of Contractor; or

c) otherwise Engage directly or indirectly a Contractor Introduced and/or supplied via Employment Business.

3.9 Where the AWR applies to Assignment, Client warrants that it will, from the start of Assignment, provide Agency Worker with -

a) information about relevant vacant posts with Client, or with End User where applicable; and

b) save where objectively justifiable, access to any and all collective facilities and amenities,

in the same manner as if Agency Worker were a direct worker or employee of Client, or of End User where applicable.

3.10 Where AWR applies to Assignment, upon request from Employment Business, Client undertakes to provide (without delay) to Employment Business accurate information about the working and employment conditions that are applicable to Client (or applicable to End User where relevant) whether by contract or by collective agreement or otherwise and shall include subsequent variations thereto, that relate to the Client's (or to End User's) employees and direct workers including (without limitation) –

a) the standard terms and conditions that apply to their employees and those that apply to their workers;

b) details relating to the application and calculation of, pay scales, bonuses, commission, overtime, shift allowance, unsocial hours allowance, hazardous duties, holiday pay, other related emoluments;

c) entitlements relating to annual leave, night work, rest periods, rest breaks;

d) benefits of monetary value including, without limitation, vouchers and stamps; and

e) any other information as may be required by Employment Business to comply with the AWR.

3.11 Where the AWR applies to Assignment, Client agrees that it will, upon request from Employment Business and without delay, provide accurate details relating to the working and employment conditions (as defined within regulation 5(2) and regulation 6 of the AWR) of Client's (or of End User's as is applicable) workers and/or employees who undertake the same or broadly similar work as that of Agency Worker during Assignment.

3.12 Where the AWR applies to Assignment and where applicable pursuant to information obtained under clause 3.11 above, Client will, and where applicable will ensure that End User will, apply the same or similar process as applied to assess Pay that is directly attributable to the amount or quality of the work done by Agency Worker. For the purposes of this clause "**Pay**" means as defined in regulation 6(2) of the AWR.

3.13 Where the AWR applies to Assignment and Agency Worker is pregnant, Client acknowledges and agrees that, following the Qualifying Period, Client will, and where applicable will procure that End User will, permit Agency Worker time off to attend ante-natal medical appointments and ante-natal classes.

3.14 Where the AWR applies to Assignment, Client acknowledges and agrees that, following the Qualifying Period and whereupon Agency Worker is unable to continue to provide some or all of the Services on maternity grounds due to reasons of health and safety, Client will, and where applicable will procure that End User will, undertake to make such reasonable adjustments as are necessary to allow Agency Worker to continue providing services for the duration of Assignment. For the avoidance of doubt, such reasonable adjustments will include provision of alternative work on terms no less favourable than those applicable during Assignment.

3.15 Client undertakes and agrees to immediately notify Employment Business where an Agency Worker has

worked for Client/End User in the same or similar role as Assignment where, prior to the planned commencement of Assignment, such role is within the Qualifying Period.

3.16 Client warrants and undertakes that it will not, and where applicable will procure that End User will not, seek to deny Agency Worker's entitlement to rights under the AWR by virtue of the structure of assignments and shall at all times comply with regulation 9 of the AWR.

3.17 Where Off-Payroll applies to Client and Services are in scope, Client undertakes and agrees to assess the working practices of Services to be provided during Assignment and to issue Employment Business with its status determination statement ("**SDS**") and the reasons for the decision in writing prior to the commencement of Assignment and to comply with the statutory requirements to notify Representative.

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

3.19 Client undertakes and agrees to notify Employment Business in the event of changes to information provided under clauses 3.17 or 3.18 that occur during Assignment and reissue an SDS if working practices and conditions change.

3.20 Client warrants and undertakes that all information it provides to Employment Business under these Terms is true and accurate.

3.21 Client warrants to comply with its statutory obligations to provide a status disagreement process and to use best endeavours to resolve status determination disagreements equitably and within forty-five (45) calendar days, beginning with the day the disagreement representation is received.

3.22 Client warrants to comply with its statutory obligation to, upon request by Employment Business, confirm its size under Off-Payroll and to notify of a change in its size.

3.23 Client warrants that –

a) it complies with the statutory obligation to prevent sexual harassment as required under The Worker Protection (Amendment of Equality Act 2010) Act 2023 (WPA 2023);
b) it will take all reasonable steps to prevent sexual harassment from occurring in the workplace;
c) it has appropriate policies, procedures and training of its employees in place to comply with the WPA 2023;
d) it will share with Employment Business its relevant policies, procedures and training on sexual harassment;
e) it will inform Employment Business in writing, without delay, of any incidents around harassment, including sexual harassment, with respect to any entity in its supply chain whom the Contractor and or Employment Agency employees may interact with in respect of the services under these Terms; and

3.24 On being notified by the Employment Business of the allegation of sexual harassment, it will cooperate fully with the Employment Business and procure that the relevant individual co-operates fully with the Employment Business, to enable the Employment Business to carry out a reasonable and proper investigation into the sexual harassment allegation.

3.25 Client warrants and undertakes that all information it provides to Employment Business under these Terms is true and accurate.

4. Employment Business's Obligations

4.1 Employment Business shall use reasonable endeavours to introduce Contractors to Client who meet Client's stated requirements.

4.2 Where Employment Business and Client have agreed that Employment Business will supply Client with the services of a Contractor, Employment Business will give Client a Contractor Schedule confirming the name of Contractor, the agreed pay rates/fees, duration of Assignment, description of the Services, notice periods and any other relevant details communicated and agreed between the parties.

4.3 Employment Business shall use reasonable endeavours to ensure that Contractor uses best endeavours to deliver the Services to the Client's reasonable and lawful specification.

4.4 Employment Business shall use reasonable endeavours to ensure that Contractor enters into an agreement which procures Contractor, in consideration of fees paid (i) to assign to Employment Business (for onward assignment to Client) or directly to Client (as directed by Client to Employment Business), Contractor's intellectual property rights of whatever nature and, if capable of registration, whether registered or not, in all documents or other material and data or other information and processes provided or created by Contractor in the provision of the Services and (ii) to procure Representative's assignment on the same terms.

4.5 Employment Business shall use reasonable endeavours to ensure that Contractor enters into an agreement which contains an obligation on Contractor to keep confidential all confidential information of Client obtained during Assignment. For the purposes of this clause 4.5, confidential information is confidential if it is clearly marked confidential or if Client states it is confidential clearly in writing to Contractor.

5. Charges/Fees

5.1 Client agrees to pay Employment Business's charges as set out in the relevant Contractor Schedule.

5.2 Signature by Client (or by End User where applicable) of timesheets of hours worked or other verification of Services is confirmation of the Services provided and of satisfaction with the Services provided. Failure to sign/authorise the timesheet does not absolve Client of its obligation to pay the charges for the Services provided by the Contractor.

5.3 If Client is unable to sign a timesheet (or other agreed method of verification) produced for authentication by Contractor because Client disputes the amount of time claimed or Services provided, then Client will notify Employment Business within two (2) working days from the presentation to the client of the claimed work for verification and will co-operate fully and in a timely fashion with Employment Business, including providing documentary evidence of the hours/days worked or Services provided by Contractor, to enable Employment Business to establish what periods of time, if any, Contractor worked or verify Services provided.

5.4 With reference to clause 3.13, where such time off to attend ante-natal medical appointments and ante-natal classes falls within the normal working periods of Agency Worker during Assignment, Client agrees to pay Employment Business's charges, in accordance with clause 5.1, for such periods whether by inclusion of such time on a timesheet or otherwise.

5.5 There are no refunds or rebates payable by Employment Business to Client (or to Client Group or, for the avoidance of doubt, End User) in respect of Employment Business's charges.

5.6 Client agrees to pay Employment Business all reasonable business expenses incurred by Contractor in the provision of the Services as agreed within Contractor Schedule.

5.7 In the event notification in accordance with 3.17 is provided to Employment Business after the commencement of Assignment or in the event of information provided in accordance with clauses 3.18 and 3.19, Client agrees and accepts that Employment Business is entitled to vary its charge to Client and nature of Services in order to comply with Off-Payroll and has the right to terminate with immediate effect pursuant to Clause 7.8.

5.8 VAT, where applicable, will be payable in addition to charges/fees.

5.9 Client acknowledges and agrees that Employment Business may, upon notice, increase the charge rate set out in the relevant Contractor Schedule in order to comply with the AWR or with Off-Payroll.

5.10 Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Employment Business under these Terms.

6. Invoices

6.1 Employment Business will raise invoices weekly (unless otherwise specified in Contractor Schedule) in respect of charges payable and Client agrees to pay such invoices within 28 days of the date of the invoice, unless otherwise specified in Contractor Schedule.

6.2 The Client must notify Employment Business in writing within five (5) days of any amount Client disputes and the reason. The invoice will remain payable in full unless Employment Business agrees to a credit or correction, in its sole discretion.

6.3 Employment Business reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (and as may be calculated using the calculator on the website: www.payontime.co.uk) from the due date until the date payment is received in cleared funds and to charge compensation and further recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2013.

7. Termination of Assignments

7.1 Client may instruct Employment Business, in writing, to end the Services of Contractor immediately in the event of substantial non-performance or serious misconduct by Contractor, provided that Client provides detailed, written confirmation of the non-performance and/or misconduct.

7.2 Employment Business may end any Assignment immediately by giving Client notice in writing if Client is in material breach of these Terms.

7.3 Either party may terminate Assignment prior to the end of Assignment by giving not less than 4 weeks' notice in writing, or such other period of notice as agreed and set out in the relevant Contractor Schedule.

7.4 When notice of termination of Assignment is served by Client, payment for each week of notice will be based on the specified hours/days agreed in Contractor Schedule or actual hours worked whichever the greater. Client agrees to make payment in accordance with clauses 5 and 6 above irrespective of whether or not Contractor continues to provide the Services during this notice period.

7.5 In any event of termination of Assignment pursuant to clause 7.1 above, Employment Business shall use reasonable endeavours to provide an alternative Contractor within fourteen (14) days that in the reasonable opinion of Employment Business is suitable to provide the Services.

7.6 These Terms may be terminated by either party by giving to the other immediate notice in the event that either Employment Business or Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where Employment Business has reasonable grounds to believe Client will not pay Employment Business's invoice within the payment terms agreed within clause 6.1.

7.7 Save for when the Representative is an Agency Worker, the Contractor may substitute the Representative. For the avoidance of doubt, the Contractor, to adhere to its agreement with Employment Business, must ensure:

a) Services remain as detailed in the Contractor Schedule;

b) the proposed substitute passes all relevant security checks; and

c) no delay or reduction in quality occurs due to the lack of technical or Client specific knowledge held by the substitute.

7.8 Employment Business may, at its absolute discretion and at any time, terminate Assignment upon immediate notice where in the opinion of Employment Business Contractor is no longer suitable to provide the Services, including suitability given Off Payroll status of Services.

7.9 Following termination (howsoever arising) of these Terms, the provisions contained within clauses 1, 2, 3.8, 3.10, 3.11, 3.12, 5.5, 5.6, 5.10, 6, 8, 9, 10, 11, 12, 13, 14 and 15 will continue in full force and effect.

8. Engagement of Representatives by Client or Third Parties

8.1 Subject to clause 9.1, Client agrees that when Client or Client Group or End User Engages a Contractor, other than through Employment Business, either during Assignment or within the Quarantine Period, Client agrees to notify Employment Business of that Engagement and accepts liability to pay Employment Business a Transfer Fee of 25 % of base annual salary (or annualised contractor charge rate) plus all taxable emoluments ("Transfer Fee"), irrespective of the planned duration of the Engagement. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

8.2 Subject to clause 9.2, where there has been an Introduction of a Contractor to Client which does not immediately result in the supply of the services of that Contractor by Employment Business to Client, but which later leads to an Engagement of Contractor by Client or by Client Group or by End User (howsoever arising) within 12 months from the date of Introduction, Client agrees to notify Employment Business of that Engagement and agrees to pay the Transfer Fee in accordance with clause 8.1 above. VAT, where applicable, is payable in addition to any fee due.

8.3 Employment Business will raise invoices for Transfer Fee payable upon an Engagement pursuant to clause 8.1 and payment shall be due within 28 days of the date of invoice.

8.4 All Introductions are confidential. If Client passes details of a Contractor to any third party (including, for the avoidance of doubt, Client Group or End User) resulting in the Engagement of that Contractor, then Client agrees to pay the Transfer Fee. VAT, where applicable, is payable in addition to any fee due.

8.5 Client acknowledges and agrees that where it fails to notify Employment Business of the actual Remuneration it (or where applicable, Client Group or End User) intends to (directly or indirectly) pay Contractor, Employment Business will be entitled to calculate the Transfer Fee based on comparable market rates for similar roles.

8.6 For the avoidance of doubt, no refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

9. Alternative Hire Period

9.1 Where the Conduct Regulations apply, as an alternative to the Transfer Fee agreed in clause 8.1 Client may provide Employment Business with written notice in accordance with clause 7.3 above and to require Employment Business to supply the services of Representative to Client for a further period set out as the Alternative Hire Period within Contractor Schedule, during which period Client will pay the charges agreed pursuant to clause 5.1 above.

9.2 Where the Conduct Regulations apply, as an alternative to the Transfer Fee agreed in clause 8.2, Client may provide Employment Business with five (5) days written notice to require Employment Business to supply the services of Contractor to Client for the Alternative Hire Period agreed in Contractor Schedule, during which period Client agrees to pay the charges agreed pursuant to clause 5.1 above or where none agreed, pursuant to market rate in the sole opinion of Employment Business.

9.3 Upon completion of the entire duration of Alternative Hire Period and the payment in full of invoices relating thereto, Client may engage with Contractor directly or indirectly without any additional payment to Employment Business.

9.4 Where Client does not give such notice as required within clauses 9.1 and 9.2 above before Contractor is Engaged, Client acknowledges and agrees that Transfer Fee will become due in full to Employment Business.

9.5 Pursuant to clauses 9.1 and 9.2 above, a Contractor Schedule will be issued by Employment Business and these Terms will continue in full force and effect during the Alternative Hire Period.

9.6 In the event Contractor ceases to provide services for whatever reason during the Alternative Hire Period, Client acknowledges and agrees that the Transfer Fee will become due, minus the portion directly relating to the gross profit of Employment Business paid by Client to Employment Business during the period of the Alternative Hire Period that Contractor completed.

9.7 For the avoidance of doubt, there will be no refund of any fees or charges paid by Client to Employment Business in relation to the Alternative Hire Period and/or Transfer Fee.

10. Data Protection

10.1 For the purposes of this clause 10 "**Data Subject**" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Representative.

10.2 The parties hereto acknowledge that Employment Business is a Data Controller in respect of the Personal Data of Contractor and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.

10.3 The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.

10.4 The parties hereto agree that the Contractor is not Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within a Contractor Schedule and subject to additional terms and conditions.

10.5 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Employment Business or by Contractor, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.

10.6 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

10.7 Client will -

a) comply with the instruction of the Employment Business with regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by Employment Business, Client will set out their legal basis for the request of such data and accept that Employment Business may refuse to share/transfer such Personal Data where, in the reasonable opinion of Employment Business, it does not comply with its obligations in accordance with Data Protection Legislation;

b) not cause Employment Business to breach any of their obligations under the Data Protection Legislation.

10.8 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Employment Business and will provide Employment Business with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Employment Business reasonably requests relating to the Personal Data Breach.

10.9 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Employment Business may request to -

a) investigate and defend any claim or regulatory investigation;

b) mitigate, remedy and/or rectify such breach; and

c) prevent future breaches.

and will provide Employment Business with details in writing of all such steps taken.

10.10 Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Employment Business.

10.11 Client agrees it will only Process Personal Data of Contractor for the agreed purpose of provision of Services pursuant to these Terms.

10.12 Client will provide evidence of compliance with clause 10 upon request from Employment Business.

11. Liability

11.1 Employment Business shall use reasonable endeavours to ensure Contractor has the required standard of skill, integrity and reliability; nevertheless, Employment Business is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of Contractor to perform the Services nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill of Contractor howsoever arising.

11.2 All Contractors are engaged under contracts for services. They are not the employees of Employment Business.

11.3 Client will comply, and will procure that End User will comply, in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate public liability insurance in respect of Contractor where appropriate. Client agrees to

allow and reasonably assist Employment Business in complying with its legal obligations to provide resourcing services.

11.4 Employment Business is providing resourcing services comprising of sourcing, introduction of Contractor and payment of fees to Contractor in relation to Services and accordingly, Employment Business does not accept any liability, howsoever arising, for the quality of services provided by Contractor, save for death or personal injury caused by Employment Business's direct negligence.

11.5 Save where required by law, the parties hereto are not liable for-

a) any loss of profits, loss of business, loss of revenue, depletion of goodwill, pure economic loss, loss of anticipated savings, damages, charges, expenses and/or similar losses; or

b) any special, indirect or consequential losses;

11.6 Save as required by law, the sole aggregate liability of Employment Business to Client arising in connection with these Terms will be limited to ten thousand pound sterling £10,000.

12. Indemnity

12.1 Client agrees to indemnify and keep indemnified Employment Business against any costs, claims and liabilities (including those under statute) incurred directly or indirectly by Employment Business arising out of or in connection with these Terms including (without limitation) as a result of:

a) any breach of these Terms by Client (including its employees, subcontractors and agents);

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

c) application of Off-Payroll including an incorrect SDS issued by Client and/or treatment of Contractor categorised under Assignment as outside IR35, which treatment by Client causes or contributes to HMRC classifying Contractor as a deemed employee pursuant to Off Payroll;

d) any sexual harassment or alleged sexual harassment of the Contractor and or employees/agents of the Employment Business by the Client or Third Party, or any of its employees or agents; and

e) any unauthorised disclosure of a Contractor details by Client or by Third Party, or any of its employees or agents.

13. General

13.1 Employment Business is not liable for any delay or failure in performance of its obligations to Client where this arises from matters outside its reasonable control.

13.2 Any failure by Employment Business to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

13.3 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.

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

13.5 Without prejudice to clause 2.2, whereupon these Terms and/or Contractor Schedule/s are executed by the signature of duly authorised representatives of the parties this forms a binding agreement and will supersede all previous agreements or representations whether written or oral including without limitation Client's terms and conditions, purchase order or other Client documents with respect to the provision of services set out herein provided by Employment Business. These Terms may not be modified or amended except in writing and signed by a duly authorised representative of Employment Business.

13.6 A reference to a statute or a provision of a statute or enactment is a reference to that statute or provision as amended or re-enacted at the relevant time.

14. Notices

14.1 Any notice required to be given under these Terms will be delivered by hand, sent by e-mail or prepaid first-class post to the recipient at its address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

14.2 Notices in connection with these Terms will be deemed to have been given and served -

a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery;

b) if sent by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the authorised recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or

c) if sent by prepaid first-class post, 48 hours from the time of posting.

For the avoidance of doubt and for the purpose of this clause 14.2, a "business day" will mean any day excluding Saturday, Sunday and public holidays.

15. Governing Law

15.1 These Terms shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Signed by _____

Name _____

Position in Company _____

Date _____