

CLIENT TERMS OF BUSINESS
FOR THE PROVISION OF CANDIDATE SERVICES

1. DEFINITIONS

1.1. In these Terms, the following definitions apply:

- “Assignment” means the temporary supply of a Candidate by the Employment Business to render services to the Client as agreed between the parties
- “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 the Companies Act 2006 requiring the services of a Candidate.
- “Candidate” means any person, contractor or interim manager, whether employed or otherwise, and/or a limited company through which a person is offering services, or a supplier company, in respect of whom or which, or in respect of whose skills or services, information is provided to the Client by the Employment Business
- “Contract Confirmation Note” confirmation by the Employment Business of the details of an Assignment
- “Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
- “Data Protection Laws” means the EU Regulation 2016/679 (General Data Protection Regulation) and any data protection legislation applicable from time to time in the UK
- “Employment Business” means Xander Recruitment Group Limited or any of its subsidiaries:
- “End Hirer” means any third party to whom the Employment Business provides information concerning a Candidate or for whom or for whose benefit services are provided under an Assignment
- “Engagement” means the engagement, employment or use of the Candidate’s services, directly or indirectly by the Client or any third party, including an End Hirer or through any third party including other employment business on a permanent or temporary basis whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement “Engage”, “Engaged” and “Engages” shall have the corresponding meanings
- “Introduction” means the passing to the Client of information which enables the Client to identify a Candidate, whether or not the Candidate’s name is included
- “Introduction Fee” means the fee payable in accordance with clause 6 below
- “Opt Out” A notice of opt out given in accordance with R.32(9) of the Conduct Regulations “Opted Out” shall; have the corresponding meaning
- “Privacy Notice” means our privacy notice made pursuant to the Data Protection Laws from time to time, as notified to yourself by the Employment Business from time to time.
- “Relevant Period” means the longer period of:
 - 14 weeks from the first day on which the Candidate worked for the Client, or
 - 8 weeks from the day after the Candidate was last supplied by the Employment Business to the Client; or
 - Where the Candidate has given an Opt Out, from the day after the Candidate was last supplied by the Employment Business to the Client
- “Remuneration” includes basic salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and/or and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Candidate during the Engagement and where a company car is provided, a notional amount of [5%] will be added to the salary in order to calculate the Employment Business commission set out in clause 5.1.
- “Transfer Fee” means the fee payable in accordance with clause 6 below
- “Terms” means this agreement and any Contract Confirmation Note

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

1.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.3. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4. Any phrase introduced by the term including, include, in particular or any similar expression, shall be

construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.5. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.6. Any phrase introduced by the term including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. THE CONTRACT

- 2.1 These Terms constitute the entire agreement between the Employment Business and the Client for introduction and supply of Candidates. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Employment Business which is not set out in the Terms. Unless otherwise agreed in writing by a Director of the Employment Business, these Terms shall prevail over any terms of business or purchase conditions which the Client may seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Terms shall be deemed to be accepted by the Client requesting or accepting any services from the Employment business or using in any way information from the Employment Business relating to a Candidate. Upon acceptance, and in consideration of the mutual benefits set out, these Terms apply.
- 2.3 The assignment shall be deemed as accepted by either signature of the contract confirmation note, or commencement of the work or attendance on the client site by the Candidate or any of its representatives.
- 2.4 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between 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.

3. INFORMATION TO BE PROVIDED

- 3.1 The Client shall on requesting the introduction or supply of Candidates, provide the Employment Business with the following information:
 - 3.1.1 Details confirming the Client's personal and corporate identity and the nature of its business
 - 3.1.2 The proposed start date for the Candidate and duration or the likely duration of the work:
 - 3.1.3 The position the Client is seeking to fill, together with a summary of the type of work the Candidate would be required to do, the proposed location and likely hours required for the Assignment, details of any potential health and safety risks and any steps the Client has taken to limit, prevent or control such risks;
 - 3.1.4 Details of the experience, training, qualifications and any authorisations required to be possessed by the Candidate in order to work in that position (either as required by law or a professional body, or as the Client considers necessary); and
 - 3.1.5 Any expenses payable by or to the Candidate.
 - 3.1.6 Where the Client is a public-sector authority (as defined in section 3 Freedom of Information Act 2000) whether the Client has determined that the supply of a limited company Candidate by the Employment Business is subject to the intermediaries' legislation and that the condition in section 61M (1) (d) the Income Tax (Earnings and Pensions) Act 2003 (ITEPA), or any equivalent legislation, is met.
- 3.2 When making an Introduction of a Candidate to the Client the Employment Business shall inform the Client of relevant information that it holds relating to the Candidate's suitability for the requirement which may include the identity of the Candidate to be supplied to do the work; details of the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; if known whether the Candidate will be employed or engaged by the Employment Business under a contract for services or apprenticeship or a contract of services; and whether or not the Candidate is willing to work in the Assignment.
- 3.3 In order that the Employment Business can comply with its obligation under the AWR, the Client shall provide the Employment Business with the following information before any Introduction or supply of the Candidate is made and shall notify the Employment Business within 14 working days of any such changes to the information at any time during any Engagement or Assignment.
 - 3.3.1 Details of whether the Candidate to be supplied by the Employment Business has ever worked for the Client or for any other company that is deemed to be "connected" to the Client (as defined in Regulation 9(6) of the AWR) including details of the dates they worked for the Client and/or connected company and in which case what role the Candidate worked;
 - 3.3.2 Details of all comparable employees of the Client (as defined in Regulation 5(4) of the AWR) to the Candidate, including the basic working and employment conditions (as defined in Regulation 5(2) of the AWR) of all comparable employees; and

- 3.3.3 All information required in respect of day one benefits (as defined under Regulation 12 AWR).
- 3.4 The Client warrants the following: -
 - 3.4.1 That the information provided to the Employment Business pursuant to Clause 3.4 is true and accurate in all material respects and not misleading.
 - 3.4.2 That it will provide all information required in respect of Day One benefits to the Candidate as appropriate (as defined under Regulation 12 AWR).
 - 3.4.3 That it will comply with all legal and/or professional requirements to be satisfied before the Candidate can be supplied or engaged.
 - 3.4.4 That the Client will comply with all health and safety legislation by undertaking all relevant risk assessments required in respect of the position it is seeking to fill.
 - 3.4.5 That it authorises the Employment Business to disclose any and all information provided by the Client under clause 3.1 to such of the officers and employees of the Employment Business as it shall see fit, and authorising the Employment Business and such officers and employees to disclose any of the information to the Candidate introduced or supplied by it;
 - 3.4.6 That it shall, on request from the Employment Business in respect of a supply of a limited company Candidate, confirm whether the Client determines that the Assignment is one subject to the provisions of Chapter 8 or 10 ITEPA subject to which the Employment Business is required to make payment to the limited company Candidate by way of employment income;
 - 3.4.7 As soon as reasonably practicable advise the Employment Business of any change to the status of an arrangement confirmed to the Employment Business pursuant to clause 3.4.6; and
 - 3.4.8 That the Client complies with and shall require in its contract with any suppliers of goods or services compliance with, the Modern Slavery Act 2015.
- 3.5 The Client shall comply with its obligations under the AWR and will provide all information that the Employment Business may require to enable the Employment Business to discharge its obligations under the AWR.
- 3.6 The Client shall notify the Employment Business of all requests made by the Candidate pursuant to Regulation 16 of the AWR and will provide details of the same to the Employment Business within 14 working days of receipt. The Client shall also provide any information requested by the Employment Business to assist the Employment Business in complying with its obligations pursuant to Regulation 16 of the AWR.
- 3.7 The Client shall not structure an Assignment or Assignments for the Candidate in a manner which would mean that the most likely explanation for the structure of the Assignment(s) is that the Client or one or more of the hirers connected with the Client (as defined by Regulation 9(6) of the AWR) intended to prevent the Candidate from being entitled to, or from continuing to be entitled to, the rights conferred on the Candidate by Regulation 5 of the AWR.
- 3.8 The Client shall indemnify the Employment Business on a continuing basis against all damages, liabilities, losses, costs, charges, penalties, fines and expenses including reasonable legal fees against any and all claims made by a Candidate supplied to the Client coming from or relating to (a) Regulation 12 of the AWR; (b) Regulation 13 of the AWR; (c) in the event of the information provided pursuant to Clause 3.3 not to be true, inaccurate, incomplete or misleading; (d) Regulation 9 of the AWR to the extent that the breach of the AWR arises from the fault or negligence of the Client; and/or (e) that the Client requests that the Candidate is supplied on the basis that Regulation 3(2)(a) or 3(2)(b) of the AWR applies, such that the provisions of the AWR do not apply to the supply of the Candidate and this is later decided by a Court of competent jurisdiction not to be the case].
- 3.9 The Client acknowledges that Candidates introduced or supplied by the Employment Business, may be engaged either directly by the Employment Business on a contract for services, or via a limited company through which the individual (Representative) provides services. The Client agrees that where a Candidate who is operating via a limited company [and the Client is notified as such], the following additional terms shall apply:
 - 3.9.1 Provided the role does not involve working with Vulnerable Persons as defined by the Conduct Regulations, the Candidate (which shall for the avoidance of doubt include both the company and Representative) will have provided the Employment Business with an Opt Out; accordingly, the Client acknowledges that the Employment Business has received an Opt Out unless the Employment Business states otherwise
 - 3.9.2 Neither the Client nor any End Hirer shall exercise control over the Candidate as to the manner in which the services are provided save that this shall not prevent the Client or End Hirer, as applicable, from (i) verifying that time has been worked or milestones achieved (ii) providing reasonable instructions as to the requirement, or (iii) requiring adherence to policies applicable to external contractors including, but not limited to, health, safety or security
 - 3.9.3 Unless expressly stated in relation to an Assignment, none of the parties to the arrangement intend that a Representative shall provide any services in the capacity of a director or office holder of the Client or an End Hirer, whether formally appointed as such or otherwise
 - 3.9.4 The company may substitute the Representative initially named to undertake work for the company with an alternative person, provided that the Client has given its prior written consent to do so, which consent not to

- unreasonably withhold in the case of a suitably qualified individual who meets the Client's criteria for the role
- 3.9.5 The Employment Business shall include provision within its contractual arrangements with the limited company requiring the limited company to be responsible for accounting to HMRC for all taxes arising for the provision by the Representative of any services under an Assignment, including but not limited to PAYE and national insurance contributions.
- 3.10 If either party advises that in its view an individual Candidate or Representative is carrying on a profession or business undertaking, the parties agree the following:
- 3.10.1 Without affecting the arrangements for supply and payment through the Employment Business, the status of the client in relation to that individual is as a client or customer of that profession or business undertaking so carried on, and the individual is not an Agency Worker by virtue of R.3(2)(b) of the AWR;
- 3.10.2 Should either party become aware of any circumstances leading to the conclusion that the Candidate is not in fact carrying on a profession or business undertaking. It shall inform the other party immediately and ensure that it complies with all obligations under or relating to the AWR, including those set out within the Terms.
- 3.11 The Client agrees that save for where clause 3.9.2 applies it shall be solely responsible for providing instructions to the Candidate as to the work to be undertaken and for monitoring performance and compliance with such instructions to the extent reasonably necessary to ensure objectives are being achieved, including where applicable providing appropriate supervision and direction to a Candidate.

4. VERIFICATION OF EXECUTION OF THE SERVICES

- 4.1 At the end of each week/month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week/month or is completed or finished before the end of a week/month) the Client shall verify the execution of the services provided by the Candidate by signature of a form provided to the Candidate for this purpose.
- 4.2 Verification of the execution of the services by the Client constitutes acceptance that the Candidate's services have been provided in accordance with these Terms. If the Client is unable to verify execution of the services provided by the Candidate because the Client disputes the hours claimed, the Client shall
- 4.2.1 Inform the Employment Business as soon as is reasonably practicable
- 4.2.2 Co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Candidate, including providing the Employment Business with its own record of the hours worked
- 4.2.3 Confirm to the Employment Business and make payment in respect of all hours that are not in dispute.
- 4.3 The Client shall not be entitled to decline to sign a form verifying the hours claimed on the basis that it is dissatisfied with the work performed by the Candidate. If the work is deemed to be unsatisfactory, then the Client should contact the Employment Business immediately in accordance with clause 8.4. Failure to verify execution in writing does not affect the Client's obligation to pay the charges in respect of the work done.

5. CHARGES

- 5.1 The Employment Businesses' charges shall be as follows:
- 5.1.1 For all periods that a Candidate works during an Assignment, the Employment Businesses' fee shall be calculated on time spent (which in relation to hours shall to the nearest quarter of an hour) at the rate specified in respect of an Assignment. The specified rate is calculated based upon the total costs to the Employment Business of supplying the Candidate (including statutory payments made to or relating to the Candidate and expenses) plus the Employment Business' commercial and administration management fees.
- 5.1.2 For any travel, hotel or other expenses as may have been agreed in advance in writing with the Employment Business or Candidate
- 5.1.3 For Introduction Fees and Transfer fees in accordance with clause 6
- 5.1.4 For any other or additional services, as expressly agreed between the parties.
- 5.1.5 Any amounts payable by the Employment Business associated with Part 6 of the Finance Act 2016 which relates to the Apprenticeship Levy
- 5.2 All amounts payable by the Client under these Terms are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT") and only if applicable. Where any taxable supply for VAT purposes is made under these Terms by the Employment Business to the Client, the Client shall, on receipt of a valid VAT invoice from the Employment Business, pay to the Employment Business such additional amounts in respect of VAT as are chargeable on the supply of the services at the same time as payment is due under this clause 5.

- 5.3 The charges under 5.1.1 and 5.1.2 are invoiced to the Client on a weekly basis and are payable 14 days from date of invoice. All other fees shall be payable within 14 days of the date of the Employment Businesses' invoice. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment. Time for payment shall be of the essence of these Terms. The Employment Business may also charge the Client reasonable legal fees and associated costs with recovering overdue charges, fees or costs
- 5.4 Other than as set out in clause 8.5, no rebates or refunds are payable under these Terms
- 5.5 The Client shall pay all amounts due under these Terms in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Employment Business in order to justify withholding payment of any such amount in whole or in part. The Employment Business may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Employment Business to the Client.
- 5.6 The Employment Business shall be entitled to increase its fee under 5.1.1 to account for the additional costs of supply or of operating as an employment business that are incurred as a result of changes in statutory requirements, including but not limited to increases in the national minimum wage, AWR, statutory holiday entitlement, national insurance contributions, payments pursuant to ITEPA, Part 6 Finance Act 2016 or the level of pension contribution applicable to a Candidate.
- 5.7 Save for where clause 3.9 applies, the Employment Business shall account to HMRC for all applicable taxes due in respect of payments made to a Candidate by the Employment Business in respect of an Assignment.
- 5.8 Where a change in the Employment Business' fee is necessitated pursuant to clause 5.6, the Employment Business shall notify the Client of the details of such change and the Client acknowledges that such change shall be deemed accepted unless it notifies the Employment Business accordingly within 5 business days of receiving notice of the change.

6. TRANSFER AND INTRODUCTION FEES

- 6.1 The Client shall be liable to pay the Employment Business a fee on the Engagement of a Candidate, this fee shall be as follows:
- 6.1.2 A Transfer Fee if a Candidate supplied by the Employment Business is Engaged within the Relevant Period. The Transfer Fee shall be calculated as 20% of the Remuneration applicable during the first 12 months of the Engagement.
- 6.1.3 An Introduction Fee if a Candidate has been introduced but not supplied by the Employment Business, and the Engagement takes place within 9 months of the Introduction. The Introduction Fee shall be calculated as 20% of the Remuneration applicable during the first 12 months of the Engagement.
- 6.2 The Client shall notify the Employment Business an Engagement and the actual remuneration payable relating to it within 7 days of the Engagement, or offer to Engage, whichever is the sooner. Should the Client fail to provide this information Remuneration shall be calculated as 20% of the first years' salary, including bonus, overtime and the like
- 6.2.1 In the case of a Transfer Fee, the hourly rate applicable to the Candidate's Assignment multiplied by 1800 (one thousand, eight hundred), or in the case of a day rate, the day rate applicable to the Candidate's Assignment multiplied by 225; or
- 6.2.2 In all other cases the greater of highest rate indicated by either the client or Employment Business as applicable to the role or the highest amount achievable in the marketplace for a person of similar experience to work in the role
- 6.3 Where a Candidate has not provided the Employment Business with an Opt Out, the Client may as an alternative to the payment of a Transfer Fee or Introduction Fee, elect on the giving of 7 days' notice to the employment business to take supply of the Candidate for a further period of 26 weeks through the Employment Business ("Extended Hire")
- 6.4 Where an Extended Hire has been agreed, no Transfer Fee or Introduction Fee shall be payable on the Engagement of the Candidate provide that:
- 6.4.1 The Extended Hire continues for the agreed period, without any breaks, save for breaks similar to any preceding Assignment, if any,
- 6.4.2 Where there has been a previous Assignment, save for the duration, all terms shall be the same as those relating to the last Assignment of the Candidate unless expressly agreed otherwise with the Employment Business, or our charge increases in accordance with clause 5.6
- 6.4.3 The Employment business is paid in full for all amounts due under these Terms
- 6.5 For the avoidance of doubt, no rebates or refunds are due in respect of Transfer fees or Introduction Fees
- 6.6 In the event that the Engagement of the Candidate is for a fixed term of less than 12 months, and this fixed term is agreed in advance in writing with the Employment business the Introduction Fee or Transfer Fee may at the discretion of the Employment business be applied pro-rata. If the Engagement is extended beyond the initial fixed term or the Candidate is re-engaged within 8 weeks of the termination of the first Engagement the Client

shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

- 6.7 Where a Candidate has provided the Employment Business with an Opt Out, and the Engagement takes place at any time during an Assignment or takes place within a period of 12 months from the termination of the Assignment, a Transfer Fee shall be calculated as 20% of the Remuneration applicable during the first 12 months of the Engagement

7. LIABILITY

- 7.1 Nothing in these Terms shall limit or exclude the Employment Business' liability for:
- 7.1.1 Death or personal injury caused by its negligence, or the negligence of its employees,
 - 7.1.2 Fraud or fraudulent misrepresentation; or
 - 7.1.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.2 Whilst every effort is made by the Employment Business to give satisfaction to the Client by using reasonable endeavours to ensure that Candidates have reasonable standards of skills, integrity and reliability as required by the Client, subject to clause 7.1,
- 7.2.1 The Employment Business shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the failure to provide a Candidate for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of or the acts and omissions of the Candidate or if the Candidate terminates the Assignment for any reason or generally in connection with these Terms
 - 7.2.2 The liability of the Employment Business under the Terms shall be in respect of direct losses only and limited to the sum equal to amounts paid as a Margin in the preceding 12 months.
- 7.3 Candidates supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including the Data protection laws, and provision of adequate public liability insurance in respect of Candidates. The Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business as a result of any breach of these Terms by the Client, or a breach of any statutory obligation towards a Candidate.
- 7.4. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Candidate and about any requirements imposed by law or by any professional body, which must be satisfied if the Candidate is to fill the Assignment. The Client will assist the Employment Business in complying with any applicable duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these regulations. Where the Client requires or may require the services of a Candidate for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 7.5. The Client undertakes and this undertaking is repeated in respect of each Assignment that it knows of no reason why it would be detrimental to the interests of the Candidate for the Candidate to fill the Assignment, and should it become aware of any such reason, to notify the Employment Business immediately.
- 7.6. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 7.3 and 7.4 and/or as a result of any breach of these Terms by the Client.
- 7.7 The Client shall inform the Employment Business in writing of any legal proceedings pursuant to the AWR threatened by the Candidate or commenced in any jurisdiction by the Candidate, which comes to the notice of the Client as soon as possible but no later than 7 working days from the day on which any such claim threatened or actual claim comes to the notice of the Client.
- 7.8 If the Candidate brings, or threatens any claim pursuant to the AWR, the Client will take such action and give such information and assistance to the Employment Business as may be requested, and within such timeframe requested by the Employment Business, to avoid, dispute, resist, mitigate, compromise, or defend any claim pursuant to the AWR and if so requested by the Employment Business, the Client will appeal any judgement given in respect thereof.
- 7.9 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 7.10 This clause 7 shall survive termination of these Terms.

8. TERMINATION

- 8.1 The Client may terminate the Assignment by giving to the Employment Business the notice specified in the written confirmation. However a charge may be made if the contract is short noticed.
- 8.2 Notwithstanding the provisions of clause 8.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:
- 8.2.1 The Candidate has acted in breach of any statutory or other reasonable rules and regulations applicable to them while performing the services.
- 8.2.2 The Client or End Hirer reasonably believes that the Candidate has not observed any condition of confidentiality applicable to the Candidate from time to time; or
- 8.2.3 For any reason the Candidate proves unsatisfactory to the Client.
- 8.3 The Employment Business may terminate an Assignment forthwith by the notice in writing:
- 8.3.1 If the Client is in willful or persistent breach of its obligations under these Terms.
- 8.3.2 If the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation)
- 8.3.3 The Employment Business forms the opinion that the Client or End Hirer may not meet its obligations towards the Candidate or Employment Business, or the Candidate is unwilling, unable or unsuitable to undertake work for the Client or End Hirer.
- 8.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Candidate supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 8.
- 8.4.1 If the Client advises the Employment business that the Candidate is unsuitable, the Employment Business shall only charge the Client the cost of our supply of the Candidate exclusive of any Management Fee subject to the Assignment terminating within 2 hours of the Candidate commencing an Assignment, if the assignment is for 7 hours or less, or within 4 hours of the start of the Assignment in all other cases; and
- 8.4.2 Notification of the unsuitability of the Candidate being confirmed in writing to the Employment business within 48 hours of the termination of the Assignment.

9. ASSIGNMENT AND SUBCONTRACTING

- 9.1 The Employment Business may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Terms and may subcontract or delegate in any manner any or all of its obligations under these Terms to any third party or agent. The Client shall not, without the prior written consent of the Employment Business, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.

10. NOTICES

- 10.1 Any notice or other communication required to be given to a party under or in connection with these Terms shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 10.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next business day after transmission.
- 10.3 This clause 10 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under these Terms shall not be validly served if sent by e-mail.

11. WAIVER

- 11.1 A waiver of any right under these Terms is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.2 Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

12. SEVERANCE

- 12.1 If a court or any other competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 12.2 If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. NO PARTNERSHIP

- 13.1 Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14. THIRD PARTIES

- 14.1 A person who is not a party to these Terms shall not have any rights under or in connection with it.

15. CONFIDENTIALITY & DATA PROTECTION

- 15.1 The Client agrees that it shall keep any information comprising an Introduction confidential and not use it for any purpose other than that disclosed to the Employment Business by the Client at the time the information was requested; in particular the Client shall not directly or indirectly induce nor seek to induce a Candidate that is engaged by contract to the Employment Business to terminate such contract for any reason
- 15.2 Subject to clause 15.3 neither party shall divulge to any other party, or use for its own benefit, any information capable of being confidential relating to the affairs of the other or the others business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed.
- 15.3 The Client acknowledges that the information it has provided to the Employment Business may be disclosed to third parties involved in the supply of Candidates to the Client with whom the Employment Business may deal, including, but not limited to, Candidates.
- 15.4 The Client acknowledges and agrees that
- 15.4.1 Unless expressly agreed otherwise in writing by a Director of the Employment Business, both the Employment Business and Client shall be acting as a Controller in respect of all services provided under these Terms, and
- 15.4.2 Each party shall be responsible for its own compliance with the Data Protection Laws
- 15.4.3 If a Candidate supplied by the Employment Business is required to process Personal Data as part of the Assignment, the Client shall be responsible for ensuring that appropriate data sharing provisions are in place
- 15.4.4 Where any Personal Data is provided by or on behalf of the Client relating to its staff or a third party, the Client shall draw the attention of the data subject to the employment business published Privacy Notice
- 15.5 The Client agrees that it shall hold any Personal Data provided by the Employment Business, or relating to any staff or Candidates of the Employment Business securely, and confidentially and shall not use it or any part of it for any unlawful purpose, nor any purpose unrelated to the services of the Employment Business, and specifically, the Client shall not without the prior authorisation of the Employment Business
- 15.5.1 Provide the Personal Data to any person other than the person to whom the Employment Business provided the Personal Data
- 15.5.2 Use the Personal Data for any marketing, advertising or other promotional purpose
- 15.6 The Client shall co-operate with any request by a Data Subject to enforce any rights under the Data Protection Laws, any complaint, or investigation by the Information Commissioners Office or any other regulatory body or supervisory authority.
- 15.7 The Client warrants that
- 15.7.1 It shall always comply with applicable Data Protection Laws in respect of any Personal Data provided by the Employment Business
- 15.7.2 It has and shall maintain appropriate technical and organisational measures within its organisation, including but not limited to measures which protect against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data
- 15.7.3 Any Personal Data it provides to the Employment Business us will be lawfully obtained, compliant with the Data Protection Laws.
- 15.8 References within this clause 15 to Personal Data, Controller and Data Subjects shall be as defined in the Data Protection Laws.

16. GOVERNING LAW AND JURISDICTION

16.1 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

Company: _____

Print Name: _____

Position: _____

Signature: _____

Date: _____