



Terms of Business with a Hirer for the Supply of Agency Workers and/or Intermediaries

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

These Terms of Business represent agreement between the Employment Business and the Hirer, being (Company Reg No.) of

- “Agency Worker” means the individual who is Introduced by the Employment Business to provide services to the Hirer; and/or any officer, employee, worker, or representative of the Intermediary supplied to provide the Assignment;
- “Agency Workers Regulations” means the Agency Workers Regulations 2010;
- “Assignment” means assignment or intermediary services to be performed by the Agency Worker and/or Intermediary for the Hirer for a period of time during which the Agency Worker and/or the Intermediary is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
- “Assignment Details Form” means written confirmation of the assignment details agreed with the Hirer prior to commencement of the Assignment;
- “AWR Claim” means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the Agency Workers Regulations;
- “Calendar Week” means any period of seven days starting with the same day as the first day of the First Assignment;
- “Charges” means the hourly charges of the Employment Business calculated in accordance with clause 6.1 and as may be varied from time to time in accordance with these Terms;
- “Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- “Confidential Information” means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker, Intermediary or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of

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these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

“Control”	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
“Data Protection Laws”	means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
“Employment Business”	Clements Young Limited. (Registered Company No.11562142) whose registered office is at Unit E1, Ground Floor, The Point, Weaver Road, Lincoln LN6 3QN
“Engagement”	means the engagement, employment or use of the Agency Worker and/or the Intermediary's services or the services of any Agency Worker and/or Intermediary by the Hirer or any third party to whom the Intermediary and/or any Agency Worker has been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Intermediary is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker and/or Intermediary is Introduced;
“Hirer's Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
“Intermediary”	means the self-employed person, firm or corporate body Introduced to the Hirer by the Employment Business to carry out an Assignment;

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“Introduction” means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Intermediary and/or Agency Worker; or (ii) the Hirer’s interview of an Intermediary and/or Agency Worker (in person or by telephone or by any other means), following the Hirer’s instruction to the Employment Business to supply an Intermediary and/or Agency Worker; or (iii) the supply of the Agency Worker and/or Intermediary; and, in any case, which leads to an Engagement of the Intermediary and/or the Agency Worker; and “Introduces”, “Introduced” and “Introducing” shall be construed accordingly;

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

“Period of Extended Hire” means any additional period that the Hirer wishes the Agency Worker and/or Intermediary to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;

“Relevant Period” means (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer 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 of more than 6 weeks (42 days) since any previous assignment;

“Relevant Terms and Conditions” means terms and conditions relating to:

- (a) pay;
- (b) the duration of working time;
- (c) night work;
- (d) rest periods;
- (e) rest breaks; and
- (f) annual leave

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

“Remuneration” includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the

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benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker and/or Intermediary for services provided to or on behalf of the Hirer or any third party. Where a company car is provided, a notional amount of £4,000 will be added to the salary in order to calculate the Employment Business' fee;

- “Terms” means these terms of business (including the attached schedules) together with any applicable Assignment Details Form and Credit application form;
- “Transfer Fee” means the fee payable in accordance with clause 8 of these Terms and Regulation 10 of the Conduct Regulations;
- “Vulnerable Person” means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and
- “Working Time Regulations” means the Working Time Regulations 1998.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Employment Business and the Hirer for the supply of the Intermediary's and/or Agency Worker's services by the Employment Business to the Hirer and are deemed to be accepted by the Hirer by virtue of its request for, interview with or Engagement of the Intermediary and /or Agency Worker, or the passing of any information by the Hirer about an Intermediary and/or Agency Worker to any third party following an Introduction.
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Employment Business, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.

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- 2.3. Subject to clause 6.2, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer stating the date on or after which such varied Terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Intermediaries and/or Agency Workers for Assignments with the Hirer.

3. HIRER OBLIGATIONS

- 3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following:
- 3.1.1. the type of work that the Agency Worker and/or Intermediary would be required to do;
- 3.1.2. the location and hours of work;
- 3.1.3. the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker and/or Intermediary to possess in order to work in the position;
- 3.1.4. any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks;
- 3.1.5. the date the Hirer requires the Agency Worker and/or Intermediary to commence the Assignment;
- 3.1.6. the duration or likely duration of the Assignment.
- 3.2. The Hirer will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 hours.
- 3.3. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

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4. AGENCY WORKER REGULATIONS

- 4.1. The Employment Business and the Hirer shall comply with their respective obligations under the Agency Workers Regulations 2010 ("AWR") and each party shall provide all requested information to the other party in connection with the AWR. The Employment Business shall pass all information it receives from the Hirer relating to the AWR to any umbrella companies involved.
- 4.2. Whether or not an Agency Worker has rights as an Agency Worker (as defined under the AWR) will depend on each particular case. Agency Workers engaged under PAYE terms of engagement and Agency Workers supplied through an umbrella company are likely to be classified as Agency Workers under the AWR and will therefore attract obligations for both the Employment Business and the Hirer.
- 4.3. The Employment Business shall inform the Hirer if any Agency Worker has been assigned to the Hirer at any time during the 6 week period prior to the start date of any Assignment. In the event that any Agency Worker has been on Assignment for 8 continuous weeks, the Employment Business shall notify the Hirer in order that both parties can arrange to comply with their respective obligations under the AWR in respect of any such Agency Worker.
- 4.4. Each party shall indemnify the other party against any direct claim, direct loss, action, penalty, demand or any liability whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred arising as a result of any incorrect information provided to the other party.

5. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER

- 5.1. When Introducing an Agency Worker and/or Intermediary to the Hirer the Employment Business shall inform the Hirer:
 - 5.1.1. of the identity of the Agency Worker and/or Intermediary;
 - 5.1.2. that the Agency Worker and/or Intermediary has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;
 - 5.1.3. that the Agency Worker and/or Intermediary is willing to work in the Assignment;
 - 5.1.4. where applicable details of the Intermediary Services to be provided; and
 - 5.1.5. the Charges.
- 5.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Intermediary and/or the Agency Worker is Introduced for an Assignment in the same position as one in

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which the Intermediary and/or the Agency Worker had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

6. TIMESHEETS

- 6.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of less than 1 week) the Hirer shall sign the Employment Business' timesheet verifying the number of hours worked by the Agency Worker and/or Intermediary during that week.
- 6.2. Signature of the timesheet/approval of an e-timesheets by the Hirer is confirmation of the number of hours worked. If the Hirer is unable to sign a timesheet produced for authentication by the Intermediary and/or the Agency Worker because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as is reasonably practicable and shall 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 Intermediary and/or Agency Worker. Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.
- 6.3. The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Intermediary and/or the Agency Worker. In the event that the Hirer is dissatisfied with the Intermediary and/or the Agency Worker the provision of clause 11 below shall apply.

7. CHARGES

- 7.1. The Hirer agrees to pay the Charges as notified to and agreed with the Hirer. The Charges for Agency Workers and/or Intermediaries are calculated according to the number of hours worked by the Agency Worker and/or Intermediary (to the nearest quarter hour) and comprise where applicable the following:
 - 7.1.1. the Agency Worker's and/or Intermediary's hourly rate of pay;
 - 7.1.2. an amount equal to any paid holiday leave to which the Agency Worker is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of an Assignment;
 - 7.1.3. any other amounts to which the Agency Worker is entitled under the Agency Workers Regulations, where applicable;
 - 7.1.4. employer's National Insurance contributions;

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- 7.1.5. any travel, hotel or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable; and
- 7.1.6. the Employment Business' commission, which is calculated as a percentage of the Agency Worker's and/or Intermediary's hourly rate.
- 7.2. The Employment Business reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:
- 7.2.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations, the pension reform, National Minimum Wage, National Living Wage; and/or
- 7.2.2. On an annual basis (1st October) the Employment Business reserves the right to review the Hourly Charge Rates applied to the supply of Agency Workers and/or Intermediaries, and will use the declared national Retail Price Index (RPI) average percentage increase calculated from the previous 12 month period as the instrument to determine any potential charge increase. The determined percentage increase may then be applied -to the Hourly Charge Rate of any incumbent Agency Worker and/or Intermediary supplied by the Employment Business to the Hirer; and/or
- 7.2.3. if there is any variation in the Relevant Terms and Conditions.
- 7.3. The Charges are invoiced to the Hirer on a weekly basis and are payable within 30 days of the date of invoice.
- 7.4. A credit limit will be set by the Employment Business to facilitate the credit terms for the Charges agreed. Should the amount due by the Hirer to the Employment Business exceed the credit limit the Employment Business reserves the right to request additional payments to bring the balance due below the credit limit even if the invoices are not yet due for payment in accordance with Clause 7.3.
- 7.5. In addition to the Charges, the Hirer will pay the Employment Business an amount equal to any bonus that the Hirer awards to the Agency Worker in accordance with clause 4 immediately following any such award and the Employment Business will pay any such bonus to the Agency Worker. For the avoidance of doubt, the Hirer 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 6.1.6) in addition to any bonus payable to the Agency Worker.
- 7.6. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under clause 7.3.
- 7.7. The Employment Business reserves the right to charge interest on any overdue amount 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 actual payment. Save that in the event that the Hirer disagrees with any amount invoiced for any bona fide reason or requires

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any further information with respect to any amount invoiced, it shall notify the Employment Business of the reason(s) for such disagreement or request such further information within 7 business days of receiving the invoice; pending the resolution of any such dispute the Hirer shall be entitled to withhold payment of the disputed amount only and shall pay the undisputed amounts within 30 days from date of invoice.

- 7.8. In the event that the Hirer's account falls into default of the agreed payment terms and/or credit limit the Employment Business reserves the right to demand payment of the whole balance outstanding on the account.
- 7.9. The Hirer shall be responsible for all reasonable costs incurred in the recovery of any outstanding balance (including the employment of a debt collection agency and all potential legal costs). Debt collection charges will be levied against the value of the outstanding debt at the prevailing rates. Any payment made by the client after the instruction of a Debt Collection Agency by the Employment Business will be allocated first against the debt collection fee, interest costs, late payment charges and legal fees where applicable before being allocated against the principal debt. Debt collection charges are subject to change from time to time. Up to date debt collection charges can be obtained from the Employment Business on application.
- 7.10. No refunds are payable in respect of the Charges of the Employment Business.
- 7.11. The Hirer's obligations under this clause 6 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights save for the circumstances detailed in clause 6.7.

8. PAYMENT OF THE AGENCY WORKER AND/OR INTERMEDIARY

- 8.1. The Employment Business assumes responsibility for paying the Intermediary and/or the Agency Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Agency Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

9. TRANSFER FEES

- 9.1. The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages an Intermediary and/or any Agency Worker Introduced by the Employment Business other than via the Employment Business or introduces the Intermediary and/or Agency Worker to a third party and such introduction results in an Engagement of the Intermediary and/or the Agency Worker by the third party other than via the Employment Business and:
- 9.1.1. where the Intermediary and/or the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or

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- 9.1.2. where the Intermediary and/or the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.
- (a) The Transfer Fee shall be calculated as follows: 15% of the Remuneration payable to the Intermediary and/or Agency Worker during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the Charges multiplied by 250. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 9.2. If the Hirer wishes to Engage the Intermediary and/or the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving 91 days written notice to the Employment Business, engage the Intermediary and/or the Agency Worker for the Period of Extended Hire which shall be 13 weeks. Where the Hirer does not give the required notice before the Intermediary and/or Agency Worker is engaged the parties agree that the Transfer Fee shall be due.
- 9.3. During such Period of Extended Hire the Employment Business shall supply the Intermediary and/or the Agency Worker on the same terms on which they have 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 notice in clause 8.2; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Intermediary and/or the Agency Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Intermediary and/or the Agency Worker on the same terms as the Assignment; but the Intermediary and/or the Agency Worker is Engaged by the Hirer, the Hirer shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Intermediary and/or the Agency Worker before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Intermediary and/or the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.
- 9.4. Where prior to the commencement of the Hirer's Engagement, other than via the Employment Business, the Employment Business and the Hirer agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with clause 9.1.2 (a) pro-rata. Such reduction is subject to the Hirer Engaging the Intermediary and/or the Agency Worker for the agreed fixed term. Should the Hirer extend the Intermediary and/or the Agency Worker's Engagement or re-Engage the Intermediary and/or the Agency Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.
- 9.5. No refund of the Transfer Fee will be paid in the event that the Engagement of the Intermediary and/or the Agency Worker other than via the Employment Business by

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the Hirer or by a third party to which the Hirer introduces the Intermediary and/or the Agency Worker terminates or terminates before the end of the fixed term referred to in clause 8.4.

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

10. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

10.1. Where:

10.1.1. the Intermediary and/or the Agency Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the Intermediary and/or Agency Worker; and

10.1.2. in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies to the Hirer of two references from persons who are not relatives of the Agency Worker and/or Intermediary and who have agreed that the references they provide may be disclosed to the Hirer;

and such other reasonably practicable steps as are required to confirm that the Intermediary and/or the Agency Worker is suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain this information in any event.

10.2. The Hirer shall advise the Employment Business at the time of instructing the Employment Business to supply an Intermediary and/or an Agency Worker whether during the course of the Assignment, the Intermediary and/or the Agency Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable.

10.3. The Hirer shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable and to allow the Employment Business to select a suitable Intermediary and/or Agency Worker for the Assignment.

10.4. In particular in the event that the Hirer removes an Intermediary and/or Agency Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or the

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equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

11. UNSUITABILITY OF THE AGENCY WORKER AND/OR INTERMEDIARY

- 11.1. The Hirer undertakes to supervise the Agency Worker and/or Intermediary sufficiently to ensure the Hirer's satisfaction with the Agency Worker's and/or intermediary's standards of work. If the Hirer reasonably considers that the services of the Agency Worker and/or Intermediary are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Agency Worker and/or Intermediary to leave the Assignment immediately, or by directing the Employment Business to remove the Agency Worker and/or Intermediary. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Agency Worker and/or Intermediary, provided that the Hirer has notified the Employment Business immediately that they have asked the Agency Worker and/or Intermediary to leave the Assignment or the Assignment terminates:
- 11.1.1. within 4 hours of the Agency Worker and/or Intermediary commencing the Assignment where the Assignment is for more than 7 hours; or
- 11.1.2. within 2 hours for Assignments of 7 hours or less;
- and provided that notification of the unsuitability of the Agency Worker and/or Intermediary is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 11.2. The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that any Agency Worker and/or Intermediary supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all Charges incurred prior to the termination of the Assignment.
- 11.3. The Hirer shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Agency Worker and/or Intermediary fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

12. TERMINATION OF THE ASSIGNMENT

- 12.1 Any of the Hirer, the Employment Business or the Intermediary and/or the Agency Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any Charges due under clause 6 above).

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13. CONFIDENTIALITY AND DATA PROTECTION

- 13.1. All information relating to an Intermediary and/or Agency Worker is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.
- 13.2. The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).
- 13.3. Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Hirer. Accordingly, the Employment Business shall use its reasonable endeavours to ensure that the Intermediary and/or Agency Worker shall execute all such documents and do all such acts in order to give effect to the Hirer's rights pursuant to this clause.

15. LIABILITY

- 15.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the Intermediary and/or Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Intermediary and/or Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Intermediary and/or Agency Worker or if the Intermediary and/or Agency Worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 15.2. Intermediaries and/or Agency Workers supplied by the Employment Business pursuant to these Terms are engaged under contracts for services and are not the employees of the Employment Business

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- 15.3. Agency Workers are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the Assignment.
- 15.4. For certain Assignments an Intermediary may be supplied; this will be agreed in writing with the Hirer by the Employment Business prior to Engaging an Intermediary via an Assignment Details Form. Where it is agreed that an Intermediary is to be Engaged on an Assignment the Hirer confirms that the Intermediary will not be subject to supervision, direction and/or control in the manner in which the work is carried out as defined by relevant legislation subject to agreeing reasonable project parameters to determine the requirements of the Assignment other than for the purposes of meeting the Hirers' statutory obligation for Health and Safety.
- 15.5. The Hirer agrees to be responsible for all acts, errors or omissions of the Intermediary / Agency Worker, whether wilful, negligent or otherwise as though the Intermediary / Agency Worker was on the payroll of the Hirer.
- 15.6. The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Intermediary and/or Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Intermediary and/or Agency Worker is to fill the Assignment.
- 15.7. The Hirer will comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, the Agency Worker Regulations 2010, by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in clause 7 above), including in particular the provision of adequate Employer's (in the case of Agency Workers) and Public Liability Insurance cover for the Agency Worker and/or Intermediary during all Assignments.
- 15.8. The Hirer undertakes not to request the supply of an Agency Worker and/or Intermediary to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.
- 15.9. The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Hirer.
- 15.10. The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.

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15.11. If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer undertakes to take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Hirer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

16. BRIBERY ACT 2010

16.1 Each Party in the course of performing its obligations under this Agreement Shall:

16.1.1 comply with all applicable bribery and similar laws and regulations;

16.1.2 not engage in any activity, practice or conduct which would constitute an offence referred to in sections 1, 2 or 6 of the Bribery Act 2010 ("Obligation")

16.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Obligations and sub-paragraph 16.1.2 above, and will enforce them where appropriate;

16.1.4 promptly notify the other immediately upon becoming aware of any request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement;

16.2 In the event of any breach of this clause 16. by the Hirer or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Hirer);

16.2.1 the Hirer shall immediately give the Employment Business full details of any such breach and shall co-operate fully with the Employment Business in disclosing information, records and supporting documents which the Employment Business may request; and/or

16.2.2 The Employment Business shall (Without prejudice to any other rights of termination under this Agreement or otherwise) be entitled to terminate this Agreement immediately without notice, the Hirer shall not be entitled to claim compensation or any further remuneration; and

16.2.3 the Hirer shall be liable for and shall indemnify and keep the Employment Business indemnified against each loss, liability, cost and any damages or expenses incurred by or awarded against the Employment Business as a result of any breach of this clause 16.

16.3 The Hirer warrants that neither the Hirer nor any of its officers, employees or, so far as it is aware, any person associated with the Hirer has been convicted of any offence involving bribery, corruption, fraud or dishonesty or, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental,

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administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws.

- 16.4 The Hirer shall promptly notify the Employment Business if, at any time during the term of this Agreement, it is no longer able to comply with clause 16.3.

17. FORCE MAJEURE

- 17.1 The Employment Business will use its reasonable endeavours to provide the services of an Intermediary and/or Agency Worker throughout the Assignment. Should the Employment Business' obligation to do so be materially interrupted or interfered with by an event of force majeure, then such obligation shall be suspended while the interference or interruption continues and the Employment Business will not be liable for any loss or costs the Hirer suffers or incurs as a consequence of the interference or interruption.
- 17.2 The parties to this Agreement agree to use their reasonable endeavours to minimise and reduce any period of suspension caused by an event of force majeure.
- 17.3 The expression "an event of force majeure" includes but is not limited to fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, Acts of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war, or any other cause or event (whether of a similar or dissimilar nature) outside the reasonable control of either party to this contract other than a shortage or lack of money.

18. NOTICES

- 18.1 All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

19. SEVERABILITY

- 19.1 If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

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20 PUBLICITY

- 20.1 Neither party shall publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, or illustration in respect of the other party without the prior written consent of the other party. Such consent shall apply only to such application as it expressly refers to and shall not apply to any subsequent application.

21. WAIVER

- 21.1 No waiver by either party of any provision of this Agreement shall be binding unless expressly confirmed in writing. Further, any such waiver shall relate only to such matter, non-compliance or breach as it expressly refers to and shall not apply to any subsequent or other matter, non-compliance or breach.

22. NO PARTNERSHIP

- 22.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or a relationship of principal and agent or employer and employee between the parties.

23. ACCRUED RIGHTS AND REMEDIES

- 23.1 Neither the expiration nor the termination of this Agreement shall prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue either to the Employment Business or to the Hirer.

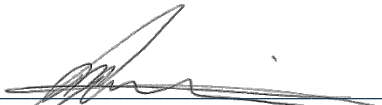
24. RIGHTS OF THIRD PARTIES

- 24.1 None of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

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25. GOVERNING LAW AND JURISDICTION

25.1 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales



Signed for on behalf of Clements Young Limited

Signed for and on behalf of the Client

Print Name

Dated

IF YOU DO NOT SIGN AND RETURN THESE TERMS WITHIN 5 WORKING DAYS THERE WILL BE AN IMPLIED ACCEPTANCE OF THESE TERMS OF BUSINESS