



Terms for the supply of Temporary staff

THE EMPLOYMENT BUSINESS AND THE CLIENT:

- (1) **Buildforce Solutions Ltd** (company number 15452012) ("**the Employment Business**").
- (2) ("**the Client**") is the company detailed on the New Client Supply Form to whom the Candidate is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate is introduced

RECITALS

- (A) The Employment Business has agreed to supply Candidates to provide services ("**the Services**") to the Client.
- (B) The Employment Business will introduce a Candidate to the Client to provide the Services on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION - In this Agreement the following definitions apply:

"Assignment" means the Services to be performed by the Candidate to the Client for a period of time during which the Candidate is supplied by the Employment Business to provide the Services to the Client;

"AWR" means the Agency Workers Regulations 2010;

"Candidate" means the person, firm or corporate body Introduced to the Client by the Employment Business to carry out an Assignment (and, save where otherwise indicated, supplied by any third party to whom the provision of the Services is assigned or sub-contracted with the prior approval of the Client and any officer, employee, worker or representative of any such third party);

"Candidate Fees" means the fees payable to the Candidate for the provision of the Services;

"Charges" means the charges as notified to the Client within Assignment Details Form at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Candidate Fees, the Employment Business' commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and/or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005;

"Data Protection Laws" means GDPR 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;

"Engagement" means the engagement (including the Candidate and/ acceptance of the Client's offer), employment or use of the services, by the Client or by any third party to whom the Candidate have been Introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, license, franchise or partnership arrangement, or any other engagement or through another employment business; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"GDPR" means General Data Protection Regulation ((EU) 2016/679).

"Qualifying Period" means 12 continuous Calendar Weeks during the whole or part of which the Candidate is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role;

"Inside IR35" means a Project which the provision of 61M ITEPA;

"Intermediaries Legislation" means sections 48 – 61 ITEPA;



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"IR35 Status Decision" means the Client's decision on the application of the Intermediaries Legislation to the Project in accordance with Section 61NA ITEPA, to be provided in writing to the Employment Business;

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003

"Introduction" means (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to the Employment Business to supply a Candidate; or (iii) the supply of a Candidate; and, in any case, which leads to an Engagement of that Candidate; and "Introduces" and "Introduced" shall be construed accordingly;

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

"Outside IR35" means a Project which does not meet the provisions of Section 61M ITEPA

"Period of Extended Hire" means any additional period that the Client wishes the Candidate to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;

"PSC" is the Personal Service Company introduced and supplied by the Employment Business to the Client to provide services to the Client not as an employee of the Client;

"Relevant Period" means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Candidate worked for the Client having been supplied by the Company; or (b) the period of 14 weeks commencing on the first day on which the Candidate worked for the Client having been supplied by the Company 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;

"Remuneration" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Candidate for services rendered to or on behalf of the Client.

"SDS" means Status Determination Statement which is the Client's decision on the application of the Intermediaries Legislation to the Project in accordance with Section 61NA ITEPA, to be provided in writing to the Employment Business.

"Transfer Fee" means the fee payable by the Client in accordance with clause 8;

"WTR" means the Working Time Regulations 1998

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

2. THE AGREEMENT

- a) This Agreement together with the Schedules ("**the Agreement**") constitutes the entire agreement between the Employment Business and the Client for the supply of the Services by the Employment Business to the Client. This Agreement is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Candidate or the passing of any information about the Candidate to any third party following an Introduction.
- b) Unless otherwise agreed in writing by a director of the Employment Business this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.



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- c) Subject to clause 2b) no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director of the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- d) Where applicable the Client acknowledges that where the Candidate is unable to provide any part of the Services for whatever reason the Employment Business and/or the Candidate shall be entitled to assign or sub-contract the performance of the Services provided that the Client is reasonably satisfied that the assignee or sub-Candidate has the required skills, qualifications, resources and personnel to provide the Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by the agreement between the Candidate and the Employment Business. The Client shall not unreasonably withhold or delay any approval sought for the assignment or sub-contracting of the Services.
- e) Where applicable the Client acknowledges that the Candidate shall be permitted to determine how it will provide the Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Services, subject to the Candidate complying with any reasonable operational requirements of the Client. The Candidate will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site. Accordingly the Client acknowledges that neither the Candidate work under (or subject to the right of) supervision, direction or control of the Client as to the manner in which they provide the Services.

3. CLIENT OBLIGATIONS

3.1 To enable the Employment Business to comply with its obligations under the Conduct Regulations where applicable the Client undertakes to provide to the Employment Business details of the position which the Client seeks to fill, including the following:

- 3.1.1.** the type of work that the Candidate 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 Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
- 3.1.4** any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
- 3.1.5** the date the Client requires the Candidate to commence the Assignment;
- 3.1.6.** the duration or likely duration of the Assignment.

3.2 Where applicable the Client will assist the Employment Business in complying with the Employment Business' duties under the WTR by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Client requires the services of an Candidate for more than 48 hours in any week during the course of an Assignment, the Client 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 Client requires the Candidate to work in excess of 48 hours.

3.3 Where applicable the Client will comply with its obligations under Regulation 12 (Rights of Candidates in relation to access to collective facilities and amenities) and 13 (Rights of Candidates in relation to access to employment) of the AWR.

3.4 Where applicable to enable the Employment Business to comply with its obligations under the AWR, the Client where AWR applies, undertakes as soon as possible, prior to the commencement of each Assignment where and during each Assignment (as appropriate) and at any time at the Employment Business' request:

- 3.4.1** to inform the Employment Business of any Calendar Weeks in which the Candidate has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
- 3.4.2** if, the Candidate has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Client via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work which may count towards the Qualifying Period, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business;



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- 3.4.3** to inform the Employment Business if, the Candidate has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
- 3.4.3.1** completed two or more assignments with the Client;
 - 3.4.3.2** completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
 - 3.4.3.3** worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role;
 - 3.4.3.4** save where the Candidate will not complete the Qualifying Period during the term of the Assignment, to:
 - 3.4.3.5** provide the Employment Business with written details of the basic working and employment conditions the Candidate would be entitled to for doing the same job if the Candidate had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
 - 3.4.3.6** inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
 - 3.4.3.7** if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and
 - 3.4.3.8** inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
 - 3.4.3.9** save where the Candidate will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.
 - 3.4.3.10** In addition, for the purpose of awarding any bonus to which the Candidate may be entitled under the AWR, the Client will:
 - 3.4.3.11** integrate the Candidate into its relevant performance appraisal system;
 - 3.4.3.12** assess the Candidate's performance;
 - 3.4.3.13** provide the Employment Business with copies of all documentation relating to any appraisal of the Candidate, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
 - 3.4.3.14** provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Candidate's performance for the purpose of awarding any bonus.

3.5 Where applicable, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the AWR, the Client will:

- 3.5.1** .integrate the Candidate into its relevant performance appraisal system;
- 3.5.2.** assess the Candidate's performance;
- 3.5.3.** provide the Employment Business with copies of all documentation relating to any appraisal of the Candidate, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
- 3.5.4** provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Candidate's performance for the purpose of awarding any bonus.

3.6 Where applicable the Client will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the AWR.

3.7 Where applicable, the Client warrants that:

3.7.1 all information and documentation supplied to the Employment Business in accordance with clauses 3.4, 3.4.3.9 and 3.5 is complete, accurate and up-to-date; and

3.7.2.

3.7.3.It will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.4, 3.4.3.9 and 3.5;



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3.8 Where applicable, the Client warrants that:

3.8.1. when engaging the services of a PSC, the Client confirms that it has assessed and made a SDS as to whether the Project is an Inside IR35 or Outside IR35 Project.

3.8.2. the Client will advise the Employment Business in writing immediately if any of the circumstances of the Project change and if the Client's SDS changes.

3.8.3. the Employment Business and/or the PSC and/or Operative can challenge a Client's SDS in accordance with Section 61T ITEPA and the Client must comply with the provisions of Section 61T in such circumstances.

3.9. Without prejudice to clauses 15.5 and 15.7, where applicable the Client shall inform the Employment Business in writing of any:

3.9.1. oral or written complaint the Candidate makes to the Client which is or may be a complaint connected with rights under the AWR; and

3.9.2. written request for information relating to the Relevant Terms and Conditions that the Client receives from the Candidate as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Client and the Client will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Candidate within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the AWR and the Client will provide the Employment Business with a copy of any such written statement.

3.9 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Candidate for the Candidate to fill the Assignment.

4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE CLIENT

4.1 When Introducing a Candidate to the Client the Employment Business shall inform the Client:

4.1.1 of the identity of the Candidate;

4.1.2 that the Candidate has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;

4.1.3 that the Candidate is willing to work in the Assignment; and

4.1.4 the Charges.

4.2 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 Candidate is Introduced for an Assignment in the same position as one in which the Candidate had previously been supplied within the previous 5 business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

5. VERIFICATION OF EXECUTION OF THE SERVICES / TIMESHEETS

5.1 At the end of each week the Client shall verify the execution of the Services by signing the Employment Businesses timesheet(s) either manually or digitally.

5.2 Verification by the Client of the execution of the Services constitutes acceptance by the Client that the Services have been provided satisfactorily and in accordance with this Agreement. Failure to verify execution in writing does not affect the Client's obligation to pay the Charges in respect of the work done. In the event that the Client is dissatisfied with the work performed by the Candidate the provisions of clause 8 below shall apply.

6. CHARGES

a) The Client agrees to pay the Charges in accordance with the Assignment Details. VAT is payable at the applicable rate on the entirety of the Charges.



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b) For the purpose of Charges in respect to each Candidate Fee, unless otherwise stated within the Assignment Details, the minimum Charged period for each Candidate Fee will be calculated based on 8 hours per day, Monday to Saturday time and a half, Sunday and Bank Holidays double time.

c) The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.

d) Where applicable, in addition to the Charges, the Client will pay the Employment Business an amount equal to any bonus that the Client awards to a Candidate in accordance with clause 3.5 immediately following any such award and the Employment Business will pay any such bonus to the Candidate. For the avoidance of doubt, the Client will also pay any employer's National Insurance Contributions and the Employment Business' commission on the bonus (calculated using the same percentage rate as that used under clause 6.b) in addition to any bonus payable to the Candidate.

e) The Charges are invoiced to the Client on a weekly basis and are payable within 14 days unless agreed otherwise.

f) The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date 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.

g) No refunds are payable by the Employment Business in respect of the Charges.

h) The Client's obligations under this clause 5 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

7. PAYING THE CANDIDATE

The Employment Business is responsible for ensuring the Candidate Fees are paid to the Candidate. Where applicable the Employment Business is responsible for ensuring PAYE and national insurance contributions are paid.

8. TRANSFER FEES

8.1 Save where clause 8.4 applies, the Client shall be liable to pay a Transfer Fee if the Client Engages an Candidate Introduced by the Employment Business other than via the Employment Business or introduces the Candidate to a third party and such introduction results in an Engagement of the Candidate by the third party other than via the Candidate and:

8.2 where the Candidate has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or

8.3 where the Candidate has not been supplied, such Engagement takes place within 6 months from the date of the introduction to the Client.

8.4 The Client shall be liable to pay the Employment Business a Transfer Fee where the Employment Business Introduces the Candidate to the Client and:

8.5 the Client Engages the Candidate other than through the Employment Business within a period of 6 months from the termination of the Assignment in respect of which the Candidate was supplied, or if there was no supply, within 6 months of the introduction of the Candidate by the Employment Business to the Client; or

8.6 where the Client introduces the Candidate to a third party and such introduction results in an Engagement of the Candidate by the third-party other than through the Employment Business either during the Assignment or within 6 months from the termination of the Assignment.

8.7 Where applicable if the Client wishes to Engage the Candidate other than via the Employment Business without liability to pay a Transfer Fee, the Client may, on giving 1 weeks written notice to the Employment Business, engage the Candidate for the Period of Extended Hire specified in Clause 8.8.

8.8 Where applicable during such Period of Extended Hire the Employment Business shall supply the Candidate on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.4; and the Client shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Candidate for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Client does not wish to hire the Candidate on



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the same terms as the Assignment; but the Candidate is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Period of Extended Hire worked by the Candidate before being Engaged by the Client. If the Client fails to give notice of its intention to engage the Candidate other than via the Employment Business before such Engagement commences, the Employment Business and Client agree that the Transfer Fee shall be due in full.

8.9 Where the Candidate has opted out of the Conduct Regulations the Client shall be liable to pay the Company an Transfer Fee where the Company introduces the Candidate to the Client and has been supplied by the Company, where such Engagement takes place during the Assignment or within 52 weeks of the commencement of the Engagement.

8.10 The Transfer Fee will be calculated by multiplying the last hourly daily rate agreed between the Employment Business and the Client within the relevant confirmation of rates by 400 (hourly) 40 (daily)

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

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

9. UNSUITABILITY OF THE CANDIDATE

9.1 If the Client reasonably considers that the services of the Candidate are unsatisfactory, the Client may terminate the Assignment either by instructing the Candidate to leave the Assignment immediately, or by directing the Employment Business to remove the Candidate. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Candidate, provided that the Client has notified the Employment Business immediately that they have asked the Candidate to leave the Assignment or the Assignment terminates:

9.2 within 4 hours of the Candidate commencing the Assignment where the Assignment is for more than 7 hours; or

9.3 within 2 hours for Assignments of 7 hours or less; and provided that notification of the unsuitability of the Candidate is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

9.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that any Candidate supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Client shall remain liable for all Charges incurred prior to the termination of the Assignment.

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

10. DATA PROTECTION COMPLIANCE

10.1 The Employment Business and the Client will comply with all applicable requirements of the Data Protection Legislation. This Clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

10.2 The Employment Business and Client acknowledge that for the purposes of the Data Protection Legislation, the Employment Business is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation. The terms Personal Data and Data Subject also have the meanings as defined in the Date Protection Legislation).

10.3 Without prejudice to the generality of Clause 10.1, the Employment Business will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Client for the duration and purposes of this agreement.

10.4 Without prejudice to the generality of Clause 10.1, the Employment Business and Client shall, in relation to any Personal Data in connection with the performance of its obligations under this agreement:

- a) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss,



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destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:
 - d) have provided appropriate safeguards in relation to the transfer;
 - e) the data subject has enforceable rights and effective legal remedies;
 - i) the Client and the Employment Business complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - ii) the Client complies with reasonable instructions notified to it in advance by the Employment Business with respect to the processing of the Personal Data;
 - f) assist the Employment Business, at the Client's own cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - g) the Client shall notify the Employment Business without undue delay on becoming aware of a Personal Data breach;
 - h) at the written direction of the Employment Business, delete or return Personal Data and copies thereof to the Employment Business on termination of the agreement unless required by Applicable Law to store the Personal Data; and maintain complete and accurate records and information to demonstrate its compliance with this Clause 10.
- 10.6 Either party may, at any time on not less than 30 days' notice, revise this Clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11. TERM

This agreement shall continue, unless terminated earlier in accordance with clause 12, until the completion of the Assignment to the reasonable satisfaction of the Client at which time this Agreement shall expire automatically unless previously terminated by the Employment Business or the Consultancy giving the other party the period of notice specified in the Schedule

12. TERMINATION OF THE ASSIGNMENT

12.1 Notwithstanding the provisions of clause 8 the Client may terminate the Assignment with immediate effect by notice in writing to the Employment Business where:

- a) the Candidate has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Services; or
- b) the Client reasonably believes that the Candidate has not observed any condition of confidentiality applicable to the Candidate from time to time; or
- c) the Client reasonably considers that the Candidate's provision of the Services is unsatisfactory.



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12.2 The Employment Business may terminate an Assignment with immediate effect by notice in writing if:

- a) the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or
- b) the Client fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or
- c) the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
- d) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
- e) an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement).

13. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Candidate is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition 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

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Services by the Candidate or any third party to whom the Services are assigned or sub-contracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Candidate. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Candidate shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

15. LIABILITY

- a) Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Candidate and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Employment Business for any Losses arising from the failure to provide a Candidate for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Candidate or if the Candidate 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.
- b) Where applicable the Client warrants that it does not (and does not have the right to) supervise, direct or control the Candidate as to the manner in which they provide the Services other than as may be required by law with regards to Health & Safety legislation. The Client will notify the Employment Business in writing if it exercises supervision, direction or control, or seeks the right to supervise, direct or control the Candidate in which case the Employment Business may terminate the Agreement and/ or any Assignments under the Agreement in accordance with clause 8.
- c) Where applicable the Client warrants it will notify the Employment Business in writing as to whether the Candidate is inside or outside IR35 legislation within 30 days from the start of an Assignment.
- d) 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 comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Candidate.



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- e) Where applicable the Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by any third party including specifically, but without limitation, HMRC and any successor, equivalent or related body arising out of any Assignment or arising out of any non-compliance with and/or as a result of any breach of this Agreement by the Client.
- f) Where applicable the Client 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, clauses 15.2 and 15.3 by the Client including but not limited to legal fees.
- g) Where applicable the Client shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Client 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 Client.
- h) Where applicable if a Candidate brings, or threatens to bring, any AWR Claim, the Client 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 Client's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

16. NOTICES

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

17. SEVERABILITY

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

18. RIGHTS OF THIRD EMPLOYMENT BUSINESS AND CLIENT

None of the provisions of this Agreement are intended to be for the benefit of or enforceable by third Employment Business and Client and the operation of the Contracts (Rights of Third Employment Business and Client) Act 1999 is excluded.

19. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of the Employment Business



Buildforce
SOLUTIONS

Terms for the supply of Temporary staff

[print name here]

Signed for and on behalf of the Client

[print name here]

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

Date