

## CONDITIONS OF BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS

Effective from April 2024 / V2

### 1. DEFINITIONS

1.1 In these Conditions of Business the following definitions apply:-

“**Assignment**” means the period during which the Temporary Worker is supplied to render services to the Client;

“**Client**” means the person, school, nursery, firm or corporate body together with any subsidiary or associated person, school, nursery, firm or corporate body (as the case may be) to whom the Temporary Worker is supplied or Introduced;

“**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“**DP Legislation**” means together the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) as applicable, as amended or updated from time to time;

“**Employment Business**” means Career Teachers Limited (registered company number 4284822) with the registered address of 33 Soho Square, London, England, W1D 3QU and correspondence address: **33 Soho Square, London, W1D 3QU**, and Employment Business as defined by the Conduct Regulations;

“**Engagement**” means the engagement, employment or use of the Temporary Worker by the Client or any third party or through any other employment business/agency, on a permanent or temporary basis, whether under a contract of service or for services; an agency, or under an agency, license, franchise or partnership arrangement; or any other arrangement; directly or through a limited company of which the Temporary Worker is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

“**Intermediary**” means any person or entity whatsoever included in the chain of supply between the Employment Business and a Temporary Worker in connection with an Assignment;

“**Introduction**” means:

(i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to supply a Temporary Worker; or

(ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker;

and which leads to an Engagement of that Temporary Worker and “Introduces” and “Introduced” shall be construed accordingly;

“**Off Payroll Working Rules**” means Part 2 Chapter 8 and Part 2 Chapter 10 of ITEPA and the Social Security Contributions (Intermediaries) regulations 2000 (SI 2000 No 727);

“**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 and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party;

“**Relevant Period**” means the later of either fourteen (14) weeks from the first day on which the Temporary Worker was supplied by the Employment Business to work for the Client, or eight (8) weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client. For the avoidance of doubt, the ‘first day’ will be the first occasion on which a Temporary Worker is supplied to work for the Client or the first day of an assignment where there has been more than forty two (42) days since the end of any previous assignment;

“**Status Determination Statement (SDS)**” means a statement made by the Client giving its determination (with reasons) as to whether there is an engagement to which Chapter 10 of Part 2 ITEPA applies;

“**Temporary Worker**” means the individual who is Introduced by the Employment Business to render services to the Client;

“**Transfer Fee**” means the fee payable in accordance with Schedule A below and Regulation 10 of the Conduct Regulations.

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

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

### 2. THE CONTRACT

2.1 These Conditions of Business and any attached Schedule(s) (the “**Conditions**”) constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker’s services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.

2.2 These Conditions contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Employment Business, these Conditions prevail over any Conditions of Business or purchase Conditions put forward by the Client.

2.3 No variation or alteration to these Conditions 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. AGENCY WORKERS REGULATION

3.1 The Parties acknowledge that the Agency Workers Regulations 2010 (“**AWR**”) may apply to the Temporary Workers engaged by the Client under this Agreement. If applicable, the Temporary Workers shall qualify for equal treatment under AWR (including “Day 1 Rights” and rights after a qualifying period of twelve (12) weeks (“**Qualifying Period**”).

3.2 The Client shall be responsible for compliance with the Day 1 Rights in accordance with Regulations 12 and 13 of AWR (rights of Temporary Workers in relation to access to collective facilities and amenities).

3.3 The Employment Business has no responsibility or ability to provide the Day 1 Rights and the Client shall indemnify and hold the Employment Business harmless in respect of any claim relating to Day 1 Rights by a Temporary Worker.

3.4 To enable the Employment Business to comply with its obligations under AWR the Client shall as soon as possible prior to the commencement of each Assignment and/or during each Assignment (as appropriate) and at any time the Employment Business requests, inform the Employment Business of any weeks in which the relevant Temporary Worker 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 may count towards the Qualifying Period. The Client shall also provide details of where, when and the period(s) during which such work was undertaken and any other details reasonably requested by the Employment Business, within two (2) working days of the request.

3.5 The Client shall provide, subject to DP Legislation, within two (2) working days of any request from the Employment Business, accurate and comprehensive “Comparator” information as defined under AWR with specific reference to Regulation 5.(2) and 6 of the regulations, to enable the Employment Business to comply with its obligations under AWR. The Client shall also provide the Employment Business with written details of its pay and benefits structure,

bonus and appraisal processes, if applicable, and any variations of the same. The Client shall advise the Employment Business of any subsequent changes to Comparator information supplied to the Employment Business (including, but not limited to, pay increases and bonus payments which impact the Comparator data). In addition, for the purpose of awarding any bonus to which the Temporary Worker may be entitled under AWR the Client shall provide the Employment Business with all assistance as may be reasonably requested in connection with the assessment of the Temporary Worker's performance for the purpose of awarding any bonus.

3.6 On completion of the Qualifying Period a Temporary Worker shall be entitled to the same basic working conditions, and employment terms and conditions as they would have received had they been employed directly by the Client. The Employment Business shall assess, based on the information provided by the Client, the impact of the Comparator information on the supply of the Temporary Worker and shall advise the Client of any change to the fees or terms and conditions applicable to the Temporary Worker's Assignment and the effective date of the change.

3.7 The Client shall inform the Employment Business in writing of any:

- a) oral or written complaint the Temporary Worker makes to the Client which is or may be a complaint connected with rights under AWR;
- b) written request for information relating to the AWR rights that the Client receives from the Temporary Worker;

as soon as possible but no later than seven (7) days from the day in which any such oral or written complaint or request is received by the Client. The Client will take such action and give such information and assistance as the Employment Business may request, and within any such timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Temporary Worker within twenty eight (28) days of the Employment Business's receipt of such a request in accordance with Regulation 16 of AWR. If the Client responds directly to the Temporary Worker, the Client shall provide the Employment Business with a copy of any such written statement.

#### 4. CHARGES

4.1 The Client agrees to pay the hourly/daily charges of the Employment Business. The hourly/daily charges are calculated according to the number of hours/days worked by the Temporary Worker (to the nearest quarter hour if an hourly charge applies). The charges comprise mainly of the Temporary Worker's pay but also include the Employment Business' commission calculated as a percentage of the Temporary Worker's pay, employer's National Insurance contributions, paid annual leave contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

4.2 The charges are invoiced to the Client on a weekly basis and are payable within fourteen (14) days. The Employment Business reserves the right to charge interest on invoices over overdue by more than seven (7) days in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended.)

4.3 The Employment Business shall be entitled to vary the charges in line with any statutory, regulatory or legislative change including, but not limited, to changes in National Insurance and National Minimum Wage.

4.4 The Employment Business shall be entitled to vary the charges in line with Condition **7.2(e)**.

#### 5. INFORMATION TO BE PROVIDED

5.1 When making an Introduction of a Temporary Worker to the Client, the Employment Business shall inform the Client:

- a) of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;
- b) whether the Temporary Worker will be employed by the Employment Business or an Intermediary under a contract of service or apprenticeship or a contract for services;
- c) that the Temporary Worker is willing to work in the Assignment.

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, where the Temporary Worker is being introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client.

#### 6. TIMESHEETS

6.1 The Client shall authorise a timesheet by written signature, by e-mail or online approval no less frequently than once per week during any Assignment recording all hours worked in that week by the Temporary Worker. The Client shall authorise a timesheet on the last day of any Assignment recording all hours worked by the Temporary Worker which have not been recorded in previous timesheets..

6.2 Approval of the timesheet by the Client is confirmation of the number of hours worked and payments will be made by the Employment Business to the Temporary Worker based on such approval and it is the Client's responsibility to ensure that they are accurate.

6.3 If the Client is unable to approve a timesheet because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable, 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 Temporary Worker. Failure to approve the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

6.4 The Client shall not be entitled to decline to approve a timesheet on the basis that he is dissatisfied with the worked performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of Condition **12.1** below.

#### 7. PAYMENT OF A TEMPORARY WORKER

7.1 Unless Condition **7.2** applies, the Employment Business assumes responsibility for paying the Temporary Worker or requiring the Intermediary pays the Temporary Worker, and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

7.2 Defined terms in this clause shall have the meanings given to them in the Off Payroll Working Rules. The Client acknowledges that the Off Payroll Rules may apply to the parties where a Temporary Worker is on Assignment with the Client via an Intermediary (such as a personal services Employment Business) and the clauses set forth below shall take effect from that time.

7.3 The Client will before the commencement of each Assignment (and whenever reasonably required by the Employment Business during each Assignment) provide the Employment Business and Temporary Worker with an SDS in writing notifying them whether it has assessed such Assignment as an engagement to which the Off Payroll Working Rules apply

("Inside IR35") or not ("Outside IR35"), the outcome of the assessment and the reasons for the determination. The Client will notify the Employment Business in writing immediately if any of the circumstances of the Assignment change which mean that the Client's SDS also changes. The Client acknowledges that the Employment Business is not obliged to supply Temporary Workers where an SDS is required and it is not provided by the Client before the start of an Assignment but if the Employment Business does supply a Temporary Worker without a required SDS, the Client will be deemed to be the Fee-Payer until such time as it does give a valid SDS.

- 7.4 The Client agrees that an SDS must be provided in writing and shall provide information as to its Status Dispute Resolution and respond to any such disputes within forty five (45) days of receipt of any dispute. The Client acknowledges that the Employment Business will be relying on the information provided by the Client. Until such time as an original SDS is overturned pursuant to the dispute process, the Employment Business shall continue to act in accordance with the original SDS.
- 7.5 The Client will notify the Employment Business in writing if at any time it or any other person exercises supervision, direction or control, or seeks the right to supervise, direct or control any Temporary Worker on an Outside IR35 Assignment.
- 7.6 The Client warrants that:
- It shall use all reasonable endeavours to comply with its obligations under the Off Payroll Working Rules;
  - it shall take all reasonable care in making any SDS;
  - all information and documentation will be supplied to the Employment Business in a timely manner in accordance with these Conditions and is complete, accurate and up to date; and
  - it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with this **Condition 7**.
- 7.7 The Employment Business shall take reasonable steps to comply with its obligations under ITEPA including where the relevant SDS provides that the Assignment is Inside IR35, and the Employment Business is the Fee Payer, the Employment Business shall deduct and account to HMRC for any tax and NIC's due on any charges.
- 7.8 Where an Assignment is Outside IR35, the Client shall ensure that the nature of the Assignment does not change in any way so as to fall Inside IR35, and the Client shall permit the Temporary Worker to be substituted with a suitably qualified replacement where the original Temporary Worker is unable or unavailable to perform the Assignment.
- 7.9 The Client shall indemnify the Employment Business and keep the Employment Business indemnified against all costs, charges, claims, actions, awards, expenses, damages, demand, penalties, fines, proceedings, liabilities, judgements or losses incurred or suffered as a result of any incorrect information or assessment provided by the Client under this clause or the Client's breach of its obligations under this clause.
- 7.10 The Client understands that the charges quoted are made on the assumption that Assignments where a Temporary Worker is engaged via an Intermediary will be Outside IR35. In the event that such Assignments are Inside IR35, the Employment Business reserves the right to increase the charges.

## 8. TEMPORARY TO PERMANENT / TEMPORARY

- 8.1 The Employment Business sole trade is the supply of Temporary Workers to its Clients. The Employment Business is entitled to a Transfer Fee from the Client where a Temporary Worker who has been Introduced and/or supplied to the Client is Engaged other than through the Employment Business whether before the Assignment commences or within the duration of the Assignment or the Relevant Period by either

the Client (whether directly or pursuant to being supplied by another employment business/agency) or any Third Party unless (in the case solely of Engagement by the Client) the Client gives at least seven (7) days' notice prior to the Engagement of the Temporary Worker requesting an extended period of hire of fifty two (52) weeks. During the extended period of hire the Employment Business shall continue to receive payment for the hours normally worked by the Temporary Worker during the last Assignment of the Temporary Worker with the Client (whether or not actually worked) at the rate specified under Condition 4.1 or the Client may elect to pay the Transfer Fee as calculated under Schedule A.

- 8.2 In the event that the Engagement of the Temporary Worker is for a fixed term of less than twelve (12) months, the fee in Schedule A is calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within three (3) months 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.
- 8.3 In the event that the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within the Relevant Period the Client shall be liable to pay a Transfer Fee as calculated at Schedule A. The minimum Transfer Fee for a Temporary Worker shall be no less than £2,000 (+ VAT).
- 8.4 There is no rebate scheme for Transfer Fees on Engagements resulting from any Assignment even if the Engagement proves unsatisfactory to the Client. The Transfer Fee shall be payable within seven (7) days of the date of an invoice by the Employment Business.

## 9. LIABILITY

- 9.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 9.2 Temporary Workers supplied by the Employment Business are engaged (directly or indirectly) under contracts for services. They are not the employees of the Employment Business, except where an Outside IR35 Determination is made in accordance with Condition 7, they are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Condition 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 9.3 The Client shall advise the Employment Business of any special health and safety matters which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill

the Assignment. The Client 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 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 Temporary Worker for more than forty eight (48) hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

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

9.5 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 Conditions 9.2 and 9.3 and/or as a result of any breach of these Conditions by the Client.

9.6 Where the Client wishes to make any claim howsoever arising (including but not limited to a breach of contract) either in negligence or tort (save for death or personal injury, fraud, or fraudulent misrepresentation), then the claim must be made within forty two (42) months of the date of the original invoice, and any claims made after forty two (42) months are not payable by the Employment Business.

## 10. LIMITATION

10.1 The Client agrees that arrangements in relation to each Temporary Worker and each Assignment represent individual contracts and that the Client shall have no right of set off or counterclaim between individual arrangements. The liability of the Employment Business to the Client in the event of any dispute arising from any arrangement made under these Conditions is limited to a sum not exceeding the sum paid to the Employment Business by the Client pursuant to Condition 4 in relation to that arrangement.

10.2 For the avoidance of doubt, the Agency 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.

## 11. SPECIAL SITUATIONS

11.1 Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Temporary Worker, two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

11.2 The Client shall advise the Employment Business at the time of instructing the Employment Business to supply an Temporary Worker, whether during the course of the Assignment, the Temporary 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 (collectively the "SVG Acts") as applicable and as amended (in particular by, respectively, section 64 and Schedule 7, Protection of Freedoms Act 2012).

11.3 The Client shall assist the Employment Business by providing any information required to allow the Employment Business to

comply with its statutory obligations under the SVG Acts as applicable, and to allow the Employment Business to select a suitable Temporary Worker for the Assignment.

11.4 In particular in the event that the Client removes a Temporary Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or equivalent authority) under the SVG Acts as applicable, the Client will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations

## 12. TERMINATION

12.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:

- a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
- b) Within two (2) hours for bookings of seven (7) hours or less,

and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within forty eight (48) hours of the termination of the Assignment.

12.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

12.3 The Client shall notify the Employment Business immediately and without delay and in any event within twenty four (24) hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

12.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of Condition 12.2.

## 13. CONFIDENTIALITY AND DATA PROTECTION

13.1 The information relating to a Temporary Worker is confidential and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party unless required by law. In addition, information relating to the Employment Business's 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

13.2 Both parties agree to comply with all applicable requirements of the Data Protection Act 1998 and the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), as amended or updated from time to time (together "DP Legislation").

13.3 The parties acknowledge that for the purposes of the DP Legislation, it may be necessary for a one of the parties to process certain personal data (as defined in the DP Legislation) on behalf of the other and the parties anticipate that each party may at various times in the course of the provision, act as a "controller" or a "processor" (as defined in the GDPR) in respect of such personal data.

13.4 Each party shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data for the duration and purposes of any contract incorporating these Conditions of Business.

# CAREER TEACHERS

13.5 In relation to any personal data processed in connection with its obligations under these Conditions of Business the processor shall:

- a) process the personal data only on the written instructions of the controller unless the processor is required by any applicable law to process such data and notifies the controller to this effect;
- b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, or against accidental loss or destruction of, or damage to the personal data, appropriate to the harm that might result from such occurrence and the nature of the data to be protected;
- c) ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential;
- d) not transfer any personal data outside of the European Economic Area;
- e) promptly assist the controller in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, impact assessments and consultations with supervisory authorities or regulators and including with any requests from data subjects;
- f) notify the controller without delay on becoming aware of a personal data breach relating to these Conditions of Business;
- g) at the request of the controller, delete or return all personal data on termination of any contract in which these Conditions of Business are incorporated unless required by law to store the personal data; and
- h) maintain complete and accurate records and information to demonstrate compliance with this Condition 13.

**14. EQUAL OPPORTUNITIES**

The Employment Business operates equal opportunities policies governing its dealings with all employees. Copies of those policies are available from the Employment Businesses registered office on request.

**15. NON-TRANSFERABLE**

No contract into which these Conditions are incorporated shall be assigned or transferred by the Client without the Employment Business's prior written consent.

**16. NON-CORRUPTION**

The Employment Business and the Client shall fully comply with the Bribery Act 2010, and neither party shall offer or solicit any bribe, inducement, payment or gift which would be a breach of the Act.

**17. REASONABLE**

The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Employment Business set out in these Conditions are reasonable and reflected in the charges payable to the Employment Business. The Client shall accept risk and/or insure accordingly.

**18. SEVERABILITY**

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.

**19. THIRD PARTY RIGHTS**

Other than associated companies of Affinity Workforce Solutions who will have the benefit of and may enforce the Conditions, the Parties do not intend any of the Conditions to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.

**20. SUB-CONTRACTING**

The Client agrees that the Employment Business may sub-contract the performance of all or any of its obligations or assign or transfer all or any its rights and/or obligations to a third party. If the Employment Business does so, it shall, on request, provide to the Client a copy of the Conditions on which the obligations are sub-contracted or assigned or transferred.

**21. NON-SOLICITATION**

In the event that any employee of the Employment Business with whom the Client has had personal dealings accepts an Engagement with the Client within six (6) calendar months of leaving the Employment Business's employment, the Client shall be liable to pay a fee to the Employment Business in accordance with Condition 3.

**22. NOTICES**

All notices which are required to be given in accordance with these Conditions 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 forty-eight (48) hours following posting and if by facsimile transmission, when that facsimile is sent. For the avoidance of doubt, a notice given under these Conditions is not valid if sent by email.

**23. GOVERNING LAW AND JURISDICTION**

These Conditions shall in all respects be subject to and governed by the law of England & Wales and any dispute arising on any basis from or under these Conditions shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

**24. FOR AND ON BEHALF OF THE CLIENT:**

I hereby confirm that I have received and understood the above Conditions of Business and agree to them. I understand that any arrangement outside of these Conditions will not apply unless agreed in writing by a Director of the Employment Business.

Signed: .....  
 Name: .....  
 Position: .....  
 Date: .....

**CLIENT DETAILS:**

Company Name: .....  
 Registered # (if applicable): .....  
 Registered Address: .....  
 .....

**Schedule A – Transfer Fee**

Remuneration	Transfer Fee (expressed as a percentage of the Remuneration)
All remuneration amounts	20%

No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. The minimum Transfer Fee for a Temporary Worker shall be no less than £2,000 (+ VAT).