



1. GENERAL TERMS (APPLY TO TEMP AND PERM SERVICES)

1.1 Definitions

In these terms: -

- 1.1.1 "The Company" means iCare24 Limited (company number 08937271) whose registered office is at Unit D Ludgate Court, 57 Water Street, Birmingham West Midlands B3 1EP
- 1.1.2 "The Client" means the person, or company to whom the Assignment Letter is addressed.
- 1.1.3 "The Assignment" means the job to be undertaken by the Company to supply to the Client the temporary/permanent workers as specified in the assignment letter.
- 1.1.4 "The Contract Date" means the date of the Assignment Letter.
- 1.1.5 "The Assignment Letter" means any communication from the Company to the Client or vice versa, setting out the basic terms of the Assignment.
- 1.1.6 "The Personal Data" means any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to: (a) an identifier such as a name, an identification number, location data or an online identifier, or (b) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of the individual.
- 1.1.7 "**Bribery Legislation**" means the Bribery Act 2010, associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all applicable UK legislation, statutory instruments, regulations, codes, and sanctions relating to anti-bribery and anti-corruption.
- 1.1.8 "Confidential Information" means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Company or its business or affairs (including but not limited to this contract, data (including, but not limited to, information relating to the business, finances, dealings, transactions and affairs of the Company), records, reports, agreements, software, programs, specifications, know-how, trade secrets (including, but not limited to, price and cost information, discount structures, sales statistics, business plans and programs, business opportunities, expansion plans, marketing surveys, research and development projects, formulae, inventions, designs, discoveries, know-how, methods, processes, techniques, other technical data, operating procedures, policies and practices) and other information concerning the Company) in any form or medium (including, but not limited to, written form, electronically stored information etc.) whether disclosed or granted access to, whether in writing, orally or by any other means, provided to the Client by the Company, or by a third party on behalf of the Company, whether before or after the date of this Contract, together with any reproductions of such information in any form or medium or any part(s) of such information;
- 1.1.9 "**Insurance Policies**" means general, occupier's, public and employer's liability insurance to cover all and any liability, loss, damage or otherwise, that may arise from: (a) the worker's performance/non-performance of the work under the Assignment; and (b) any claim (employment related or otherwise) that the worker may bring against the Company in respect of the Assignment, arising out of or in connection with the Client's conduct/omission, and in the case of both (a) and (b) such insurance policy shall provide no less than £2,000,000 (two million GBP sterling) insurance cover for each and every such incident;

1.2 FORMATION OF THE CONTRACT

- 1.2.1 These terms shall form the exclusive basis of the contract for the supply of workers by the Company to the Client and any associated company of the Client. Notwithstanding anything to the contrary in the Client's standard booking conditions, these terms shall apply except so far as expressly agreed in writing and signed by a director of the Company. Any agreed changes of numbers of workers or rates shall not affect any of the other terms of this contract.
- 1.2.2 No servant, agent, representative, officer or otherwise of the Company has power to vary these terms orally, or to make representations or promises about the quality of the workers, their fitness to perform any given task/function or any other matter whatsoever.
- 1.2.3 Unless otherwise expressly stated in writing, all quotations and estimates by the Company are invitations to treat the Client's request for workers as an offer; offers will be accepted by the Company.
- 1.2.4 The Client's acceptance into the Client's premises of the Company's workers shall constitute a legal and binding acceptance by the Client of these terms without any required signature.
- 1.2.5 The Company will endeavour, but shall not be obliged, to provide workers to the Client at the request of any representative of the Client unless otherwise instructed in writing by the Client. The Company shall not be responsible, and shall incur no liability, loss or otherwise, to the Client should it fail to provide workers to the Client.
- 1.2.6 The construction, validity and performance of these terms and this contract shall be governed by the law of Republic of Ireland and any dispute thereof, shall be subject to the exclusive jurisdiction of the Courts of: (a) England & Wales, where the Assignment is based in England & Wales; (b) Scotland, where the Assignment is based in Scotland; (c) Northern Ireland, where the Assignment is based in Northern Ireland; and (d) Republic of Ireland, where the Assignment is based in the Republic of Ireland.
- 1.2.7 These general terms shall be subject to such further special conditions as may be prescribed in writing by the Company or as may appear in the Assignment Letter.
- 1.2.8 In the event of any conflict or apparent conflict between the special conditions and these general terms, the special conditions shall prevail.
- 1.2.9 These terms supersede all previous trading terms, agreements, understandings, and arrangements between them, whether in writing or oral, issued by the Company.
- 1.2.10 All notices to be served under this contract shall be served by first class prepaid post, facsimile message or by e-mail at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices.
- 1.2.11 Each party acknowledges that it has not entered into this contract, or any documents entered into pursuant to this contract, in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly



set out in this contract, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this contract. Nothing in this contract purports to limit or exclude any liability for fraud.

- 1.2.12 The Client shall, at the request of the Company, do all acts and execute all documents to give full effect to this contract.
- 1.2.13 No addition to or variation, consensual cancellation or novation of this contract shall be of any force or effect unless reduced to writing and signed by both parties.

1.3 **PRICE AND PAYMENT**

- 1.3.1 Rates quoted are exclusive of VAT, and all other invoice charges.
- 1.3.2 The Company will charge interest at 8% per annum above the base rate from time to time in force of Barclays Bank Plc on all overdue invoices from the date of the invoice to the date of payment of the invoice, together with compensation for the costs suffered by the Company arising from late payment, in accordance with its rights under the Late Payment of Commercial Debts (Interest) Act 1998.
- 1.3.3 All legal costs and expenses incurred by the Company in seeking to collect overdue invoices from the Client will be payable by the Client on an indemnity basis.
- 1.3.4 The Client shall not be entitled to withhold payment of any amount payable under this contract by reason of any dispute or claim by the Client.
- 1.3.5 The Client shall not be entitled to set against any amount payable under this contract any amount due by the Company to the Client under any other agreement.
- 1.3.6 Without prejudice to any other rights of the Company, if the Client shall fail to make punctual payments of any sum under any contract between the Company and the Client, the Company may, at its option, either withhold the provision of its services until the total indebtedness of the Client to the Company has been discharged or cancel this contract.
- 1.3.7 If the Client shall become bankrupt or insolvent, or have a receiving order or administration order made against it, or compound with its creditors, or being a company, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under a receiver for the benefit of its creditors or any of them, or the Company has bona fide doubts as to the solvency of the Client, or if the Client fails to pay invoices payable under this contract within the contractual credit period, all sums payable to the Company by the Client under this contract or otherwise shall become due and payable forthwith without requirement for any notice to be given and the Company shall be released from its obligation to continue to provide its services, save on terms acceptable to the Company.

1.4 **DELIVERY AND QUALITY OF THE SERVICE**

- 1.4.1 Bookings are taken in good faith, but the arrival of workers at the Client's premises cannot be guaranteed. The Company shall not be liable for any loss whatsoever suffered or caused through delays in the provision of workers.
- 1.4.2 All warranties or other terms implied by statute or otherwise shall not apply to this contract, including but not limited to those implied by the Supply of Goods and Services Act 1982 and the Consumer Protection Act 1987.
- 1.4.3 The entire liability of the Company under this contract shall not in any event exceed the price of the contract, save in respect of the Company's liability for death or personal injury resulting from the Company's negligence.

1.5 **COMPLIANCE**

- 1.5.1 The Client agrees to provide the Company with sufficient information to enable the Company to assess the suitability of each worker for each Assignment. In this regard, the Client agrees to provide the following information:- the identity of the person whom it is proposed will engage the worker, in respect of every proposed Assignment, to ensure that the correct associated company of the Client is identified, and, if applicable, the nature of that person's business; The date on which it is proposed that the Assignment should begin, and the duration, or likely duration, of the Assignment; the position to be filled, including the type of work which the worker will be required to do, the location at which and the hours during which he will be required to work; Any risks to health or safety relevant to the Assignment and a note of the steps that have been taken by the Client to prevent or control such risks; and the experience, training, qualifications and any authorisations which are necessary (or which are required by law or by any professional body) for the worker to possess in order to work in the position, and any expenses payable by or to the worker.
- 1.5.2 The Client agrees to provide the above information in writing and in good time before the commencement of the Assignment and without delay during the Assignment, where appropriate, for example, in the light of a change of circumstances.
- 1.5.3 The Client will inform the Company when certification held by the worker or new certification arranged by the Client for the worker is used outside of the original Assignment requirements. In the absence of such notice, the Client will indemnify the Company for all liabilities incurred by the Company pursuant to the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the Conduct Regulations").
- 1.5.4 The Client shall be responsible for obtaining work and other permits, for the arrangement of any medical examinations and/or investigations into the medical history of any worker to satisfy any medical and other requirements or qualifications required by law.
- 1.5.5 Subject to confirmation from the Client to the Company of the information referred to in this sub-clause 1.5, the Company shall take reasonably practicable steps to ensure that the worker is aware of all applicable requirements for the assignment including any changes to the Assignment.
- 1.5.6 The Client undertakes not to require a worker to perform the duties normally performed by a worker who is taking part in official industrial action.
- 1.5.7 The Company shall make reasonable endeavours to ensure the suitability of the worker for the Assignment. However, the Client must also satisfy itself as to the suitability of the worker and shall be responsible for taking up and/or confirming any references, including the confirmation of any professional or academic qualifications or any authorisation required by law, provided by the worker and/or the Company before engaging a worker. The Company shall not be liable for any loss, expense, damage, or delay arising from the unsuitability, incompetence, negligence, dishonesty, or misconduct of any workers.
- 1.5.8 The Company shall ensure that the Assignment Letter identifies the worker(s), that the worker(s) has/have reasonably suitable experience and/or qualifications for the Assignment and that the worker(s) is/are willing to fulfil the Assignment.

1.6 GENERAL

- 1.6.1 The Company will not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this Contract, occasioned by any act of God, fire, act of government or state, war, viral pandemic, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies and any other reason beyond the Company's control (each a **Force Majeure Event**). If the Force Majeure Event continues for a period of more than 90 (ninety) days and substantially affects the commercial basis of this Contract, the Company will have the right to terminate this Contract immediately on notice to the Client and without any further liability.
- 1.6.2 Any remedy or right conferred upon the Company for breach of this contract, will be in addition to and without prejudice to all other rights and remedies available to it. No failure, delay or omission by the Company in exercising any remedy, right, power or privilege under or in relation to this contract, will operate as a waiver of that or any other right, power, remedy or privilege of the Company, nor will any single or partial exercise of any right, power, remedy or privilege preclude any other or further exercise of that or any other right, power, remedy or privilege.
- 1.6.3 The Company shall be entitled to set-off, counterclaim, deduct and/or withhold, any monies that may be due to it, against all and any monies that may be due to the Client.
- 1.6.4 Any and all payments by the Company to the Client under this Contract, will be without prejudice to any claims or rights which the Company may have against the Client, and will not constitute any admission by the Company.
- 1.6.5 No person who is not a party to this contract shall have the right, under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.
- 1.6.6 The Client shall comply with the provisions of the Data Protection Act 1998 and 2018 in relation to the personal data of workers.
- 1.6.7 Without prejudice to the generality of clause 1.6.6 above, the Client will, in relation to any Personal Data processed in connection with any Assignment: (a) co-operate fully with the Company, in order to enable the Company to comply with its obligations under applicable data protection legislation; (b) keep the Personal Data confidential; (c) implement and maintain appropriate technical and organisational measures, reviewed and approved by the Company if it so requires, to protect against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of, or damage to, Personal Data; (d) immediately upon notification by the Company, take all appropriate action to enable the Company to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data; (e) immediately notify the Company of any data breach relating to Personal Data or any communication which relates to the Company's or the Client's compliance with applicable data protection legislation about which the Client becomes aware; (f) at the Company's written request, delete or return all Personal Data and any copies on termination of the Assignment, unless required to store the Personal Data under applicable data protection legislation; and (g) process any Personal Data disclosed to the Client by or on behalf of the Company only:
- (a) on the written instructions of the Company.
 - (b) for the purposes of providing the services under the Assignment; and
 - (c) for the purposes for which that Personal Data was obtained and is processed by the Company.
- 1.6.8 For the purposes of these standard terms, the Company acts as an 'employment business' in relation to the introduction of temporary workers to the Client at a margin and as an 'employment agency' in relation to the introduction of permanent workers to the Client for a fee.

2. TEMP WORKERS TERMS (EMPLOYMENT BUSINESS)

2.1 PRICES AND PAYMENT

- 2.1.1 In the case of Assignments / shifts for unspecified periods, rates quoted as charge rates are subject to review on one week's prior notice.
- 2.1.2 In the case of Assignments / shifts for fixed periods, rates quoted as charge rates are fixed until the end of December following the Contract Date and subject to further review annually with effect from 1st January in each year.
- 2.1.3 Rates quoted are basic and unsocial rates, Basic Rates are applicable to hours worked by workers on weekdays between 8.00 am and 8.00 pm. Unsocial Hours Rates are applicable to hours worked by workers on weekdays between 8.00 pm and 8.00 am, Saturdays from 00.00 am – 23.59 pm, Sunday from 00.00 am – 23.59 pm and Bank Holidays from 00.00 am – 23.59 pm.
- 2.1.4 The Company shall be responsible for the payment of wages, PAYE income tax and National Insurance contributions payable in respect of workers, notwithstanding that the status of the worker as against the Company.
- 2.1.5 In the event that any worker carries out a job function other than that booked, the hourly rate payable in respect of that worker may be higher than the original job function booked, and the job function carried out. The Company shall notify the Client of any such higher hourly rate and the Client agrees to make full payment to the Company in this regard.
- 2.1.6 Unless other payment terms are agreed, invoices will be rendered during the week following that in which the work is carried out and payment is due 30 days from date of invoice.
- 2.1.7 Any overdue invoices which are subsequently chased for payment and a seven-day demand is issued, a £750 administration charge and late fee will be paid by the Client to the Company, for the recovery of the amounts owed.
- 2.1.8 The parties agree that, at all times, the Company's billing system shall apply to the exclusion of all and any other billing system(s) including, but not limited to, any system(s) sought to be implemented by the Client and/or a third party (including but not limited to a 'neutral vendor/master vendor') appointed by the Client. For the avoidance of doubt, should the Company later accept another billing system, this shall in no way affect or prejudice the full application of the terms of this contract, which shall continue in full force and effect, to the exclusion of all and any other terms.

2.2 INDIRECT FEES

- 2.2.1 Subject to sub-clause 2.2.2, a 'placement fee' (as determined by sub-clause 2.2.3 below) shall be payable by the Client to the Company if the Client or any associated company/organisation of the Client makes use of the services of the worker other than pursuant to this contract or the Client introduces the worker to any other person (including an associated company/organisation of the Client), subsequent to which the worker's services are used by that person (other than pursuant to this contract, or an equivalent agreement between the Company and that person) or the services of such worker are provided to the Client through a third party, in each case: (a) after commencement of the

MUVE

HEMOCARE

Assignment, within the later of the date eight weeks following the termination of the Assignment and the date fourteen weeks following the commencement of the Assignment; or (b) where the Assignment has not commenced, at any time between the date of notification of the name of the worker by the Company to the Client and the date of the commencement of the Assignment.

- 2.2.2 It is agreed that sub-clause 2.2.1 shall not apply where the Client makes continuous and uninterrupted use of the services of the worker on the terms set out in this contract for a minimum of 26 continuous weeks from the date when the Company first becomes aware that the circumstances described in sub-clause 2.2.1 have arisen.
- 2.2.3 The 'placement fee' payable by the Client in respect of the engagement of workers in the circumstances set out in sub-clause 2.2.1 above is a sum equal to that which would have been payable by the Client had the Company supplied such workers to the Client for 0 (zero) hours at the last (basic) hourly rate at which such workers had been supplied to the Client.
- 2.2.4 Such 'placement fee' will be payable as soon as the Company first becomes aware that the circumstances described in sub-clause 2.2.1 have arisen unless the circumstances described in sub-clause 2.2.2 apply.
- 2.2.5 The Client undertakes to notify the Company immediately in writing if the circumstances described in sub-clause have arisen.

2.3 CLIENT UNDERTAKINGS AND WARRANTIES

- 2.3.1 All temporary workers provided by the Company are deemed to be under the exclusive direction and control of the Client throughout the period during which their services are provided. Accordingly, the Client assumes responsibility for all acts, errors, and omissions of workers, the health and safety of workers and compliance with all statutes, including such of the Conduct Regulations as may be applicable to the Client, the Working Time Regulations 1998, by-laws and codes of practice and all legal requirements to which the Client is ordinarily subject in respect of the Client's own employees as if the workers were the employees of the Client (save in respect of the matters dealt with in sub-clause 2.1.4 above).
- 2.3.2 The Client undertakes to supervise effectively the workers supplied to it and, in particular, to conduct a health and safety induction process for all workers supplied to the Client.
- 2.3.3 The Client warrants that it has a current insurance policy covering all usual insurable risks in relation to the running of its premises, including but not limited to insurances covering public liability, employer's liability, accidents at work and claims which may be made against the Company in relation to and/or arising out of the Assignment.
- 2.3.4 The Client shall indemnify the Company against all losses, claims and liabilities that may be incurred by the Company, under statute, common law, tort or otherwise, or by reason of the failure by the Client or any associated company of the Client to fulfil all or any of the undertakings or warranties contained in these terms.
- 2.3.5 The Client shall not bring, or seek to bring, any claim (including any claimed right of set-off) against the Company in respect of any matter for which it agrees to assume liability in this sub-clause 2.4.
- 2.3.6 The Client will assist the Company in complying with the Company's duties under the Working Time Regulations 1998 by supplying without delay any relevant information about the Assignment requested by the Company. The Client will not do anything to cause the Company to be in breach of its obligations under the Regulations. In particular, where the Client requires or may require the services of a worker for more than 48 hours in any one week, the Client must notify the Company of this requirement before the commencement of that week.
- 2.3.7 The Client shall not at any time, whether directly or indirectly, divulge to any person, nor use for its own or any other person's benefit, any Confidential Information relating to the Company, its employees, business affairs, transactions, finances or otherwise.
- 2.3.8 The Client will: (a) comply with the Bribery Legislation; (b) not engage in any activity, conduct or practice which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, conduct or practice had been carried out in the United Kingdom; (c) comply with the Company's Anti-bribery and Corruption Policy, Ethics Policy, Gifts and Hospitality Policy; and (d) ensure that it has in place adequate procedures to ensure compliance with the Bribery Legislation.
- 2.3.9 Without limitation to the above, the Client will not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on his/her behalf, either in the United Kingdom or elsewhere, and the Client will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received, directly or indirectly, on his/her behalf.
- 2.3.10 The Client will not commit, whether directly or indirectly, any UK tax evasion offence in connection with the performance of the work under the Assignment; the payment of any tax due by the Client; and/or this contract generally.
- 2.3.11 The Client shall not, whether directly or indirectly, circumvent or seek to circumvent, the provisions of this contract, so as to prejudice or deprive the Company from those rights or benefits to which it is entitled to under this contract.
- 2.3.12 The Client acknowledges (having taken appropriate legal advice) that the provisions of this contract are fair, reasonable, and necessary to protect the goodwill and interests of the Company and will constitute separate and severable undertakings given for the benefit of the Company.

2.4 GUARANTEE

- 2.4.1 Should any worker prove unsatisfactory, no fee (including any cancellation fees) will be charged by the Company in respect of such worker, provided that:
- (a) The Company is so notified within four hours from the start of the Assignment.
- (b) Such notification is confirmed in writing, and received by the Company within seven days of verbal notification; and
- (c) The worker concerned is asked to leave the Client's premises no later than two hours from the start of the Assignment.
- 2.4.2 In the absence of such notifications referred to in sub-clause 2.5.1 above, the full fee in respect of any such worker will be payable by the Client to the Company.
- 2.4.3 Should any worker arrive for shift and be turned away, the full fee in respect of any such worker will be payable by the Client to the Company unless the Client can prove that notice of the cancellation was provided to the agency in writing prior to the start of the shift.

3. PERMANENT WORKERS TERMS (EMPLOYMENT AGENCY)

3.1 PRICE AND PAYMENT

3.1.1 Unless other payment terms are set out in the Assignment Letter, invoices will be rendered immediately upon the engagement commencing. Payment is due 28 days from date of invoice.

3.1.2 The fee payable to the Company by the Client for the engagement of a worker as a permanent worker is calculated as a percentage of the total gross remuneration which the worker is entitled to earn for the full first 12 months of his/her engagement by the Client (the "Fee"). For the purposes of calculating the Fee, the worker's total gross remuneration shall also include a valuation of any and all benefits that the worker is entitled to receive including, without limitation, car allowance, enticement supplements or otherwise, that uplift or contribute to the overall gross remuneration package. The percentage of the worker's gross remuneration (including uplift percentage, if appropriate) will be:

STANDARD FEES

Salary & Benefits from -	£0	to	£20,000	- Fee of 15% of the total gross remuneration for 12 months
Salary & Benefits from -	£20,001	to	£40,000	- Fee of 20% of the total gross remuneration for 12 months
Salary & Benefits from -	£40,001	and above		Fee of 25% of the total gross remuneration for 12 months

3.1.3 In relation to those instances where the Client engages the Company on a retained Assignment, the Fee shall be paid by reference to the following (again, to be calculated by reference to the total gross remuneration which the worker is entitled to earn for the full first 12 months of his/her engagement by the Client): 30% on the Company being appointed by the Client; 30% on the shortlisting of a worker for interview; and 40% on the worker commencing employment.

3.1.4 The Fee is payable to the Company by the Client, immediately on the worker commencing employment with the Client.

3.1.5 The Client shall also pay the Company for any advertising undertaken by the Company, based on the Company's cost of any and all advertisements. Any such advertising cost is payable immediately by the Client on presentation of an invoice by the Company.

3.1.6 In the event that the employment of the worker by the Client comes to an end after commencement of employment, the following rebate schedule shall apply:

0 – 4 Weeks after the commencement of the employment	-	60 % of the Fee
5 – 8 Weeks after the commencement of the employment	-	40 % of the Fee
9 – 12 Weeks after the commencement of the employment	-	20 % of the Fee

3.1.7 Notwithstanding anything to the contrary in this contract, no rebate will be due if the Fee has not been paid first in full and clear funds by the Client to the Company, in accordance with the payment terms set out in this clause 3.

3.1.8 Should the Client wish the worker to undergo a trial period before permanent engagement (i.e., 'temp to perm') the services of the worker shall be provided as a member of the Client's workforce, on terms to be agreed. If an engagement subsequently takes place after the trial period, the Company's introduction Fee as set out in this clause 3 will become payable. Furthermore, the Company's rebate provisions will not apply, as mutual suitability will have deemed to have been determined during the period of the temporary Assignment.

3.1.9 Introductions are confidential. Any information passed to a third party, which results in the engagement of a worker by such third party, whether on a temporary or permanent basis, will render the Client liable to payment of the Company's Fees as set out in this contract.

3.1.10 In the event that within the period of 6 months following the date upon which any worker is introduced by the Company to the Client, such worker is employed directly by the Client, by any company or business associated with the Client, by any company or business to whom the worker was introduced by the Client, or the services of such worker is provided to the Client through a third party, other than following a formal request to the Company and in respect of which a fee has been agreed, the Client shall be liable to pay to the Company an introduction Fee calculated in accordance with clause 3 of this contract.

3.1.11 The Company endeavours to ensure the suitability of any worker introduced to the Client. However, the Company does not take up references, save where required to do so by the Conduct Regulations and the Client must satisfy itself as to the suitability of any worker. The Client must take up any references provided by any worker before engaging such worker. The Client shall be solely responsible for obtaining work and other permits, for the arrangement of medical examinations, for investigations into the medical history of any worker and for satisfying any medical and or qualifications required by law.

3.1.12 The Company shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client, arising from or in any way connected with the Company seeking a worker for the Client or the introduction by the Company to the Client of any worker or the engagement of any worker by the Client.

3.1.13 The Client shall comply fully and immediately with the Company's requests for information, documents and otherwise (including, without limitation, details of hours worked by workers etc.), so as to enable the Company to claim, without limitation, the corresponding Fee or other charge it is entitled from the Client.

3.1.14 For the avoidance of doubt, and notwithstanding anything to the contrary in this contract, the Client's obligation to pay all and any Fees or otherwise to the Company, shall remain unaffected by and shall survive any termination of any Assignment and/or this contract.

4. LIABILITY, INSURANCE, AND INDEMNITY

4.1. The Client will be fully responsible for, and will indemnify the Company, for and in respect of any liability for any employment-related claim or other claim based on worker status (including reasonable costs and expenses) brought by any worker against the Company, arising out of or in connection with the provision of work to the Client under the Assignment.

4.2. The Client will ensure that the Insurance Policies are taken out in its name and maintained during the whole time of each and every Assignment and for a period of 12 months after the end of this contract, with reputable insurers acceptable to the Company and that the level of cover and other terms of the Insurance Policy are acceptable to and agreed by the Company. The Client shall provide copies of all and any Insurance Policies (and all renewals) to the



Company prior to the commencement of the Assignment and at all other times requested by the Company. For the avoidance of doubt: (a) nothing shall oblige the Company to obtain copies of the Insurance Policies from the Client; and (b) there shall be no prejudice to the Company' rights by the fact that it does/does not obtain copies of the Insurance Policies from the Client

- 4.3 The Client will notify the insurers of the Company' interest and will procure that such interest is noted and included on the Insurance Policies. If the Client is entitled to be indemnified under the terms of any of the Insurance Policies in relation to any claim brought by the Company against the Client, then the Client will procure that the relevant insurer will indemnify the Company directly against any such claim and any charges, costs, and expenses in respect of such claim. If the relevant insurer does not so indemnify the Company, the Client will use all insurance monies s/he receives to indemnify the Company in respect of any claim **and** will make a direct payment from its own resources to the Company in respect of any shortfall not covered by the insurance monies.
- 4.4 The Client will comply with all terms and conditions of the Insurance Policies at all times. The Client will immediately notify the Company if cover under the Insurance Policies is not renewed, or lapses, or is subject to material change, and/or if the Client becomes aware of any circumstances which may cause cover under the Insurance Policies not to be renewed, or to lapse, or to be subject to material change.
- 4.5 The Client agrees to indemnify and keep indemnified the Company against any loss or costs (including legal costs on an indemnity basis), charges and other expenses of any nature whatsoever incurred or suffered by the Company, whether direct or consequential (including but not limited to such loss arising in consequence of a claim brought against the Company by a worker or a third party) in consequence of any breach by the Client of its obligations under this contract and/or any negligence on the part of the Client in connection with the provision of the work under the Assignment.
- 4.6 Notwithstanding anything to the contrary in this contract or otherwise, the Company shall in no circumstances be liable to the Client for any and all: (a) indirect, special or consequential losses; and/or (b) loss of opportunity, loss of goodwill, or other similar matter.

5. TERMINATION

- 5.1 The Company may terminate the Assignment at any time without prior notice or liability.
- 5.2 The Client acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Company and the worker. In the event that the contract between the Company and the worker is terminated for any reason, the Assignment shall cease with immediate effect and without any further liability or obligation on the part of the Company to the Client. For the avoidance of doubt, this sub-clause 5.2. shall not in any way prejudice or effect the Client's continuing obligation to pay all and any Fees due to the Company in accordance with clause 3 above.
- 5.3 The Company may terminate this contract with immediate effect without liability to pay any fee, compensation, or damages, by written notice to the Client if, at any time:
- 5.3.1 the Client commits any serious or repeated breach or non-observance of any of the terms or conditions of this contract.
- 5.3.2 the Client is guilty of any act of fraud or dishonesty or acts in any manner which, in the opinion of the **Company**, brings or is likely to bring the Client and/or the Company into disrepute and/or is materially averse to the interests of the Company; or
- 5.3.3 the Client makes a resolution for its winding up, arranges or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made, or an administrator or receiver is appointed in relation to the Client.
- 5.3.4 Notwithstanding anything else to the contrary in this contract, the Company may terminate this contract with immediate effect without liability to pay any compensation or damages, by written notice to the Client if, at any time, the Client commits any serious or repeated breach or non-observance of any of the terms or conditions of this contract.

6. OBLIGATIONS ON TERMINATION

- 6.1 The Client will immediately on the termination of this contract for any reason, and at the request of the Company at any time during an Assignment, surrender to a person duly authorised by the Company all: computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) any keys and any other property of the Company, that have been made or received by the Client during the course of the Assignment (whether under this contract or any other agreement or arrangement between the Company and the Client) and which are in the Client's possession or control.
- 6.2 Immediately on the termination of this contract for any reason, the Client will, having first returned the information to the Company as required by clause 0 above, irrevocably delete any remaining information relating to the business of the Company, whether stored in any magnetic or optical drive or memory, and all matter derived from such sources, which is in its possession or control. On the termination of this contract, the Client will provide, if so requested by the Company, a signed statement that it has fully complied with this clause 6.
- 6.3 Notwithstanding anything else to the contrary in this contract, the following clauses shall survive any termination of this contract:
1.1;
1.2.1; 1.2.6; 1.2.8; 1.2.13; 1.3; 1.5.7; 1.6.2; 1.6.3; 1.6.4; 1.6.6; 1.6.7; 2.1.6; 2.1.7; 2.1.8; 2.3.3; 2.4; 3.1.12; 3.1.13; 3.1.14; 4; 5; 6; 7; and 8.

7. RESTRICTIONS ON ASSIGNMENT/SUB-CONTRACTING

- 7.7 The Company may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under this contract to any other party, provided that it gives prior written notice to the Client. The Client may not assign this contract or any of its rights and obligations under it, without the prior written consent of the Company. Notwithstanding any sub-contracting, the Client will at all times remain primarily responsible for the acts and omission of its agents or sub-contractors as though such acts or omissions were its own.

8. SEVERABILITY



- 8.1 If any of the provisions of this contract 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.