

TERMS OF BUSINESS FOR THE SUPPLY OF CONTRACT / TEMPORARY WORKERS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Business (**Terms**) the following definitions apply:

Agency Worker: a Temporary Resource who is an agency worker within the meaning of the AWR and who may be (i) engaged by the Employment Business under a contract for services or (ii) engaged under a contract of service by an umbrella company which supplies the Agency Worker to the Employment Business.

Assignment: the temporary role or project which the Temporary Resource may undertake for the Client pursuant to these Terms.

AWR: the Agency Workers Regulations 2010.

AWR Claim: any complaint or claim to a tribunal or court made by or on behalf of the Temporary Resource against the Client and/or the Employment Business for any breach of the AWR.

Charges: the charges as notified to the Client 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 fees of the Temporary Resource (including any payments for holiday pay, employers National Insurance, pensions and additional amounts as required by the AWR, where applicable), the Employment Business' commission and agreed expenses.

Client: the person, firm, partnership, organisation, public sector body or corporate body to which the recruitment services are provided by the Employment Business under these Terms.

Conditions of Liability: meets the requirements of section 50(1)(b) ITEPA and one of the conditions of liability set out in Sections 51 to 53 ITEPA.

Conduct Regulations: the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Confidential Information: any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Temporary Resource or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information.

Connected Party: any (i) holding, subsidiary, associated or connected company of the Client (ii) organisation or business within the same purchasing group as the Client (iii) organisation or business which is demonstrably connected to the Client through common ownership, management, or control or (iv) director, partner, or proprietor of the Client.

Consultancy: a limited company engaged by the Employment Business under a contract for services and which may be supplied to perform services for the Client.

Data Protection Laws: the Data Protection Act 2018, the retained UK version of the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data.

Employment Business: Faststream Recruitment Limited trading as FRAME (Registered in England & Wales No. 3708452) of Waterside Place, 5 Town Quay, Southampton, SO14 2AQ.

Employee: an employee or director of the Employment Business.

Engagement: the engagement, employment, hire, or use of the Temporary Resource by the Client, Connected Party or any third party to whom the Temporary Resource has been introduced by the Client, under any agreement or arrangement whatsoever, whether directly or through a third party and whether on a permanent, fixed term, temporary, consultancy or any other basis. “Engage”, “Engages” and “Engaged” shall be construed accordingly.

Exempt Organisation: a Client to which the Off-Payroll Rules do not apply because (i) the Client (and its entire group of companies, where applicable) are based wholly overseas with no UK connection or (ii) the Client qualifies as a small undertaking under sections 60A to 60F of ITEPA.

Inside IR35: an Assignment which the Client has determined meets the conditions of Section 61M ITEPA;

Insolvency Event: occurs where (i) a party makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); (ii) any distress or execution is levied upon a party, its property or assets; (iii) an administrator or administrative receiver or receiver is appointed over all or part of the party’s undertaking, property or assets; (iv) a party ceases, or threatens to cease, to carry on business; (v) a party becomes unable to pay its debts as they fall due; or (vi) any analogous proceedings or events similar to those specified above are instituted or occur in relation to a party outside of England or Wales.

Introduction: occurs when (i) the Employment Business provides a CV or other information to the Client which expressly or impliedly identifies a Temporary Resource (ii) the Employment Business arranges an interview or meeting between the Client and a Temporary Resource, whether in person, by telephone, by web-conference or by any other means or (iii) the Employment Business supplies the Temporary Resource to the Client for an Assignment. “Introduces” “Introducing” and “Introduce” shall be construed accordingly.

ITEPA: the Income Tax (Earnings and Pensions) Act 2003.

Losses: 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.

Off-Payroll Rules: Part 2, Chapter 10 ITEPA.

Outside IR35: an Assignment which the Client has determined does not meet the conditions of Section 61M ITEPA.

Period of Extended Hire: an additional hire period of 26 weeks commencing on the date on which the Client’s notice under clause 11.1 expires.

PSC: a Consultancy that meets the Conditions of Liability, and where relevant includes assignees or sub-contractors to whom the PSC has assigned or sub-contracted the delivery of the Assignment;

Relevant Period: whichever ends the later of (a) the period of 8 weeks commencing on the day after the last day on which the Temporary Resource worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Temporary Resource worked for the Client having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment.

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 Resource for services provided to or on behalf of the Client, Connected Party or any relevant third party.

Where a company car is provided, a notional amount of £6,000 will be added to the salary in order to calculate the Employment Business' fee.

Restricted Period: the later of (i) 12 months from the end of the Assignment or (ii) 12 months from the most recent Introduction of the Temporary Resource to the Client.

SDC: supervision, direction or control (or the right thereof) as to the manner in which the Temporary Resource performs the Services.

Shared Data: personal data and special/sensitive personal data within the meaning of the Data Protection Laws which relates to Temporary Resources and which is shared between the parties pursuant to these Terms.

Temporary Resource: the person, firm or limited company Introduced by the Employment Business to the Client which, save where otherwise indicated, includes an Agency Worker, PSC and a Consultancy, together with any individual who provides services through such PSC or Consultancy.

Temporary Resource Services: the work to be performed by the Temporary Resource during the Assignment.

Transfer Fee: the fee payable in accordance with clause 10 of these Terms.

WTR: the Working Time Regulations 1998.

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

2 THE CONTRACT

- 2.1 These Terms constitute the contract between the Employment Business and the Client for the Introduction of Temporary Resources. If they have not been signed by the Client or otherwise expressly accepted in writing, they shall be deemed to be accepted by (i) the Client instructing the Employment Business to Introduce Temporary Resources (ii) the Client interviewing or meeting with a Temporary Resource who has been Introduced or (iii) the Client or Connected Party Engaging a Temporary Resource or providing the Temporary Resource's details to a third party which engages the Temporary Resource, whichever occurs first.
- 2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Employment Business and the Client, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
- 2.3 Subject to clause 8.2, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Employment Business and the 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.
- 2.4 The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Temporary Resources for Assignments with the Client.

3 CLIENT OBLIGATIONS

- 3.1 To enable the Employment Business to comply with its obligations under the Conduct Regulations, the Client must provide details of the position which the Client seeks to fill, including the following:
 - 3.1.1 the type of work that the Temporary Resource 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 Temporary Resource 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 Temporary Resource to commence the Assignment;
 - 3.1.6 the duration or likely duration of the Assignment.
- 3.2 The Client must notify the Employment Business without delay if it would be detrimental to the interests of the Temporary Resource for the Temporary Resource to fill or continue to perform the Assignment.
- 3.3 The Client shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Client as soon as possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Client.
- 3.4 If the Temporary Resource 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.
- 3.5 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 the WTR.
- 3.6 If the Client requires the services of an Agency Worker 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 Agency Worker to work in excess of 48 hours.
- 3.7 The Client must comply with the AWR and assist the Employment Business in complying with the AWR by:
 - 3.7.1 notifying the Employment Business without delay if the Agency Worker has been supplied to the Client by any other employment business in the six-month period prior to commencement of the Assignment;
 - 3.7.2 providing the Agency Worker with access to collective facilities and amenities and information about permanent employment opportunities with the Client;
 - 3.7.3 providing accurate, written details of the relevant terms and conditions which apply to any actual or hypothetical comparator together with any amendments to such terms and conditions where appropriate;
 - 3.7.4 co-operating with the Employment Business in responding to or assisting the Employment Business with responding to any question or complaint made under the AWR in a timely manner;
 - 3.7.5 permitting a pregnant Agency Worker to attend ante-natal appointments during working time after the 12-week qualifying period;

3.7.6 carrying out a risk assessment in respect of any pregnant Agency Worker and making such adjustments to the Assignment as are necessary to protect the Agency Worker's health and wellbeing or, where necessary, identifying a suitable alternative role within the Client's organisation for the Agency Worker to perform; and

3.7.7 agreeing to a proportional increase in the Charges where necessary to ensure that the Agency Worker receives equal treatment in respect of all relevant terms and conditions after the 12-week qualifying period including, where applicable, any bonus which the Agency Worker may be entitled to receive under the AWR.

3.8 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Resource and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Resource 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 Temporary Resource.

3.9 The Client will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the WTR, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Resource during all Assignments.

4 SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

4.1 Where the Temporary Resource is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, the Employment Business will:

4.1.1 take all reasonably practicable steps to obtain and provide to the Client upon request copies of any relevant qualifications or authorisations of the Temporary Resource;

4.1.2 obtain and provide to the Client, upon request, copies of two references; and

4.1.3 take such other reasonably practicable steps as are required to confirm that the Temporary Resource is suitable for the Assignment.

4.2 If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

5 INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE CLIENT

5.1 When Introducing a Temporary Resource to the Client the Employment Business shall inform the Client:

5.1.1 of the identity of the Temporary Resource (and, if appropriate, of the person who will carry out work on behalf of the Temporary Resource);

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

5.1.3 that the Temporary Resource is willing to work in the Assignment;

5.1.4 details of the Temporary Resource Services to be provided; and

5.1.5 the Charges.

6 OFF PAYROLL RULES

6.1 The Client shall upon request, confirm whether it is an Exempt Organisation and shall notify the Employment Business if its status changes.

- 6.2 If the Client is not an Exempt Organisation, the Client acknowledges that where a Temporary Resource operates as a PSC, the Client has certain obligations under the Off-Payroll Rules. In order for the Employment Business to meet its obligations under the Off-Payroll Rules, the Client will:
- 6.2.1 give its Status Determination Statement (“**SDS**”) to both the Temporary Resource and the Employment Business before the relevant Assignment starts. In the SDS the Client must confirm whether the relevant Assignment is Inside IR35 or Outside IR35 and give complete and accurate reasons for its decision. The Client will use its best endeavours to ensure that the SDS is accurate and genuinely reflects the circumstances of the Assignment. The Client acknowledges that if it does not give a valid SDS (a) the Employment Business may not be able to supply or Introduce a PSC to it but (b) if the Employment Business does supply or Introduce a PSC to the Client, the Client will be deemed to be the fee-payer (as defined in the Off-Payroll Rules) until such time as it does give a valid SDS;
 - 6.2.2 respond in full within 7 days to any query raised about its SDS by any of the PSC, the Temporary Resource providing their services through the PSC or the Employment Business;
 - 6.2.3 review the circumstances of the Assignment every 6 months to check whether its SDS remains correct. If the Client reviews the circumstances of the Assignment and the status of the Assignment has changed, the Client must withdraw its existing SDS and issue a new SDS immediately, stating the date from which the new SDS applies. Where the Client previously gave a SDS which stated that the Assignment was Outside IR35, the Client is liable for any unpaid tax, national insurance (both employee and employer) and Apprenticeship Levy which would have been due had the Client initially given a SDS which stated that the Assignment was Inside IR35.

7 TIMESHEETS

- 7.1 At the end of each week of an Assignment (and at the end of the Assignment itself), the Client shall sign or approve online the Temporary Resource’s timesheet verifying the number of hours worked by the Temporary Resource during that week.
- 7.2 The Client is responsible for ensuring that the times shown on the Temporary Resource’s timesheet are correct and that only duly authorised employees approve the timesheet.
- 7.3 The Client acknowledges that the Employment Business shall rely upon the Client’s approval of the timesheet as confirmation of the time worked by the Temporary Resource and the Client must not retrospectively adjust the time which has been confirmed as having been worked by the Temporary Resource or subsequently refuse to pay any Charges in relation to an approved timesheet.
- 7.4 The Client may only refuse to approve the Temporary Resource’s timesheet if the Client disputes the time which the Temporary Resource claims to have worked. In this event, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate with the Employment Business fully and promptly to enable the Employment Business to establish the time which was worked by the Temporary Resource during the relevant period.
- 7.5 If the Client refuses or fails to approve the Temporary Resource’s timesheet in breach of these Terms, the Employment Business may issue an invoice for the Charges which the Employment Business reasonably estimates to be due in respect of the time worked by the Temporary Resource.

8 CHARGES

- 8.1 The Client agrees to pay the Charges as notified to and agreed with the Client.
- 8.2 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, including but not limited to the AWR.

- 8.3 The Charges shall be invoiced to the Client on a weekly basis and must be paid within 14 days without deduction or set off. VAT shall be applied at the prevailing rate on all sums invoiced under these Terms.
- 8.4 If an invoice is not paid within the agreed payment terms, the Employment Business may:
- 8.4.1 suspend or terminate the supply of Temporary Resources to the Client;
 - 8.4.2 charge interest at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of payment together with statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 8.4.3 refer the collection of such payment to a collection agent or legal representatives and, in such circumstances, the Client shall be liable for all costs, fees (including legal fees on an indemnity basis), charges and disbursements incurred by the Employment Business in recovering payment from the Client.
- 8.5 No refunds shall be payable in respect of the Charges or Transfer Fees.
- 8.6 If the Client or any Connected Party employs or engages (directly or indirectly) any Employee within six weeks of such Employee leaving the Employment Business' employment, the Client shall pay a fee to the Employment Business, which shall be a sum equivalent to 30% of the gross annualised remuneration which had been payable by the Employment Business to the Employee. The fee shall be payable by the Client within 14 days of the Employment Business' invoice and the Client shall not be entitled to a refund if the Employee's employment or engagement terminates for any reason.

9 PAYMENT OF THE TEMPORARY RESOURCE

- 9.1 The Employment Business assumes responsibility for paying the Temporary Resource's fees and where applicable, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Resource pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

10 TRANSFER FEE

- 10.1 The Client must notify the Employment Business immediately if the Client or any Connected Party intends to Engage the Temporary Resource.
- 10.2 Subject to clause 11.1, where applicable, the Client shall be liable to pay a Transfer Fee to the Employment Business if the Client or any Connected Party (i) Engages the Temporary Resource or (ii) introduces or supplies the Temporary Resource to a third party who Engages the Temporary Resource and in either case:
- 10.2.1 where the Temporary Resource has not commenced an Assignment, such Engagement commences in the Restricted Period;
 - 10.2.2 where the Temporary Resource has commenced an Assignment and has opted out of the Conduct Regulations, such Engagement commences in the Restricted Period; or
 - 10.2.3 where the Temporary Resource has commenced an Assignment and has not opted out of the Conduct Regulations, such Engagement commences during the term of the Assignment or within the Relevant Period.
- 10.3 The Transfer Fee shall be a sum equivalent to the hourly Charge at which the Temporary Resource was (or would reasonably have been) supplied to the Client multiplied by 300 or the daily Charge multiplied by 40, as applicable. In determining the rate at which the Temporary Resource would reasonably have been supplied to the Client, the Employment Business may rely on such evidence as the Employment Business deems relevant including, without limitation, any quotation which the Employment Business provided to the Client or rate which the Client indicated that they would be willing to pay, placements which the Employment Business has made with third parties and the market conditions generally.

10.4 The Employment Business shall issue an invoice for the Transfer Fee on commencement of the Engagement or as soon as practicable thereafter and such invoice shall be payable within 14 days.

11 PERIOD OF EXTENDED HIRE

11.1 **If the Temporary Resource has not opted out of the Conduct Regulations** then, instead of paying the Transfer Fee, the Client may give one week's written notice to the Employment Business to commence a Period of Extended Hire, commencing on the date on which such written notice expires.

11.2 During Period of Extended Hire, the Employment Business shall supply the Temporary Resource (i) on terms no less favourable than the terms which applied immediately before the Employment Business received the notice pursuant to clause 11.1 or (ii) where the Employment Business has not previously supplied the Temporary Resource to the Client, on such commercial terms as the Employment Business may reasonably specify.

11.3 If the Employment Business is unable to supply the Temporary Resource for any part of the Period of Extended Hire for a reason outside of the Employment Business' control (including, without limitation, any adverse credit information relating to the Client) or if the Client does not wish to hire the Temporary Resource on the terms set out in clause 11.2, the Client shall pay the Transfer Fee, reduced in proportion to any part of the Period of Extended Hire for which the Temporary Resource was supplied by the Employment Business following expiry of the Client's written notice under clause 11.1.

12 UNSUITABILITY OF THE TEMPORARY RESOURCE

12.1 Subject to clause 12.2, the Client undertakes to supervise each Temporary Resource sufficiently throughout the Assignment to ensure the Client's satisfaction with the Temporary Resource's standards of work.

12.2 If the Temporary Resource is a PSC operating Outside IR35, the Client shall not supervise the Temporary Resource but the Client must check that the Client is satisfied with the quality of the Temporary Resource Services and their overall progress in the Assignment at regular intervals and in any event before approving the PSC's weekly timesheet.

12.3 If the Client reasonably considers that the Temporary Resource Services are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Resource to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Resource.

12.4 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 Temporary Resource 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.

12.5 The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Temporary Resource fails to attend work or has notified the Client that they are unable to attend work for any reason.

13 TERMINATION

13.1 Either party may terminate the Assignment by giving to the other party in writing the period of notice as agreed between the parties.

13.2 Notwithstanding the provisions of clause 13.1, the Client may terminate the Assignment forthwith by notice in writing to the Employment Business if:

- 13.2.1 the Temporary Resource has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Temporary Resource Services; or
 - 13.2.2 the Temporary Resource is in wilful or persistent breach of its obligations; or
 - 13.2.3 the Client reasonably believes that the Temporary Resource has not observed any condition of confidentiality applicable to the Temporary Resource from time to time; or
 - 13.2.4 the Client reasonably considers the Temporary Resource Services to be unsatisfactory.
- 13.3 The Employment Business may terminate an Assignment forthwith by notice in writing if:
- 13.3.1 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
 - 13.3.2 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
 - 13.3.3 the Client is subject to an Insolvency Event; or
 - 13.3.4 the Employment Business knows or suspects that the Client has breached the Data Protection Laws; or
 - 13.3.5 the Employment Business knows or suspects that the Client has not used best endeavours in providing its SDS or that the SDS is incorrect; or
 - 13.3.6 the Client advises that the circumstances of that Assignment have changed so that an Outside IR35 Assignment has become an Inside IR35 Assignment or vice versa; or
 - 13.3.7 the Employment Business knows or suspects that the Temporary Resource no longer meets the Conditions of Liability where the Temporary Resource operates as a PSC;
 - 13.3.8 WHERE THE CLIENT HAS ASSESSED THE ASSIGNMENT AS OUTSIDE IR35:
 - 13.3.8.1 the Employment Business knows or suspects that the PSC or its representatives are subject to SDC; or
 - 13.3.8.2 the Client does not give accurate and sufficient evidence that the PSC or its representatives do not work under SDC; or
 - 13.3.8.3 either the Client or the PSC gives the Employment Business a document which fraudulently states that the PSC or its representatives are not subject to SDC.

14 CONFIDENTIALITY AND DATA PROTECTION

- 14.1 The Client shall treat all information relating to a Temporary Resource which is provided by the Employment Business with the utmost confidentiality and, in particular, must (i) not use such information for any other purpose without the prior consent of the Employment Business and the Temporary Resource and (ii) ensure that its employees, contractors, representatives and agents are all bound by written confidentiality obligations in respect of such information.
- 14.2 Save to the extent that the Employment Business is required to disclose such information to the Temporary Resource, the Employment Business shall keep confidential any information provided by the Client in relation to the AWR and not use it for any other purpose.
- 14.3 The Employment Business and the Client understand that they shall each act as independent data controllers in respect of any Shared Data. Each party shall (i) control and process the Shared Data in accordance with the Data Protection Laws (ii) place the Temporary Resource on notice of their data processing activities through notices which comply with the Data Protection Laws and the Employment Business shall assist the Client in this regard if requested to do so (iii) take appropriate technical and organisational measures to safeguard the security of Shared Data under their control (iv) co-operate with the other party in respect of any regulatory enquiry or investigation relating to the Shared Data and (v)

co-operate with the other party where any Temporary Resource seeks to exercise their statutory rights respect of the Shared Data.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Temporary Resource Services by the Temporary Resource or any third party to whom the Temporary Resource 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 Temporary Resource and set out in Schedule 1 to this Agreement. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Temporary Resource shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

16 LIABILITY

16.1 The Employment Business shall not be liable for (i) the acts or omissions of any Temporary Resource (ii) any loss, theft or damage to any materials, equipment or other property issued to or used by the Temporary Resource during the Assignment (iii) the performance or non-performance of the Temporary Resource Services or (iv) the absence or unavailability of a Temporary Resource during an Assignment.

16.2 The Employment Business shall not be liable to the Client for any indirect or consequential losses or for any loss of profit, business, reputation, or goodwill howsoever arising.

16.3 Subject to clause 16.4, the aggregate liability of the Employment Business to the Client in respect of any claim or series of claims arising out of or in connection with these Terms, and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to a sum equivalent to the Charges paid by the Client in respect of the relevant Temporary Resource in the three month period prior to such liability arising or, if no Charges were paid by the Client during that period or the claim does not relate to a specific Temporary Resource, the sum of £10,000.

16.4 The Employment Business does not limit or exclude liability for death or personal injury arising from its own negligence, for fraud or fraudulent misrepresentation or for any other claim which may not be limited or excluded by law.

16.5 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, these Terms by the Client.

16.6 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 the Temporary Resource or any third party arising out of any non-compliance with, and/or as a result of, any breach of the Equality Act 2010, the AWR or the Data Protections Laws by the Client.

17 BRIBERY & HUMAN TRAFFICKING

17.1 The Client and the Employment Business warrant that they shall each:

17.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

17.1.2 promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with the performance of these Terms; and

17.1.3 take reasonable steps and carry out appropriate checks to ensure that their respective businesses and business supply chains are free of slavery and human trafficking.

18 NOTICES

18.1 All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, or by email. 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, when that email is sent.

19 SEVERABILITY

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

20 GOVERNING LAW AND JURISDICTION

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

SIGNED:

SIGNED:

DATE:

DATE:

NAME:

NAME:

COMPANY NAME:

FASTSTREAM RECRUITMENT LTD trading as FRAME