Terms of Business for Interim Recruitment Services (the Terms)

Supply of Contractor Services to Clients

1. THESE TERMS

1.1 These Terms are effective from date of issue to the Client and supersede all previous Terms of Business for the supply of Contractor Services issued by the Company.

1.2 These Terms will be deemed to be accepted by the Client and to apply by virtue of (a) the passing of information about a Contractor to the Client by the Company or (b) an Introduction to the Client of, or the Engagement by the Client of, a Contractor or (c) the signature by the Client on a timesheet, or other form of verification relating to Services provided by a Contractor or (e) the Client's signature at the end of these Terms or (f) any other written, expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Contractor is Engaged by the Client for the same type of work as that for which the Introduction was originally effected.

1.3 These Terms contain the entire agreement between the parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous Terms of business, agreement or any purchase conditions put forward by the Client.

1.4 For the purposes of these Terms, the Company acts as an Employment Business as defined within the Conduct Regulations.

1.5 Where there is a conflict of provisions between the main body of these Terms of business and Contractor Schedule, the main body of these Terms of business will take precedence save where expressly provided for within the clauses herein or agreed as a variation set out within Contractor Schedule.

1.6 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.

1.7 Unless the context otherwise requires, references to the singular includes the plural and feminine includes masculine and vice versa.

2. CLIENT OBLIGATIONS

2.1 The Client agrees to, and where applicable will ensure End User will, be responsible for providing the working environment for the Contractor, save where such resources are to be provided by the Contractor.

2.2 These Terms are personal to the Client and will not be assigned by it without the prior written consent of the Company. For the avoidance of doubt, this restriction includes any Assignment to any subsidiary, associated company or member of the Client's group.

2.3 The Client undertakes to provide the Company with details of any specific health and safety risks in relation to the Services, together with details of any steps taken to prevent or control such risks.

2.4 The Client shall ensure that the Contractor works in a safe environment in accordance with a safe system of work where it has responsibility for the working environment. Client agrees to indemnify and keep indemnified the Company from and against all loss or liability suffered or incurred by the Company as a result of any claim by the Contractor and/or Representative arising out of any injury or damage to his/her person or property suffered in the course of performing the Services.

2.5 The Client undertakes to confirm in writing to the Company –

a) the date upon which the Contractor is required to commence the provision of the Services;

b) the expected duration of Assignment;

c) the nature of and/or specifics of the Services required to be provided by the Contractor;

d) the location/s the Contractor is to deliver the Services;

e) details of any applicable End User;

f) any specific recording requirements the Client expects of the Contractor;

g) any experience, training, qualifications, professional body authorisations that the Client, the law or professional body requires the Contractor to possess to provide the Services;

h) any expenses payable by or to the Contractor;

i) any site regulations, IT access/security/usage policies, health and safety procedures and any other procedures or policies the Client (or End User) requires the Contractor to adhere to and will provide copies of any such policies/procedures to the Company;

j) any health and safety risks and any steps taken to address those risks; and

k) whether Off-Payroll applies to it.

2.6 The Client undertakes to notify the Company immediately of its, or of the Client Group's, or of End User's, intention to –

a) engage a Contractor Introduced by the Company; or

b) extend Assignment of the Contractor; or

c) otherwise Engage directly or indirectly a Contractor Introduced and/or supplied via the Company.

2.7 Where the AWR applies to Assignment, the Client warrants that it will, from the start of Assignment, provide Agency Worker with –

a) information about relevant vacant posts with the Client, or with End User where applicable; and

b) save where objectively justifiable, access to any and all collective facilities and amenities,

in the same manner as if the Agency Worker were a direct worker or employee of the Client, or of End User where applicable.

2.8 Where AWR applies to the Assignment, upon request from the Company, the Client undertakes to provide (without delay) to the Company accurate information about the working and employment conditions that are applicable to the Client (or applicable to End User where relevant) whether by contract or by collective agreement or otherwise and shall include subsequent variations thereto, that relate to the Client's (or to End User's) employees and direct workers including (without limitation) –

a) the standard Terms and conditions that apply to their employees and those that apply to their workers;

b) details relating to the application and calculation of, pay scales, bonuses, commission, overtime, shift allowance, unsocial hours allowance, hazardous duties, holiday pay, other related emoluments;

c) entitlements relating to annual leave, night work, rest periods, rest breaks;

d) benefits of monetary value including, without limitation, vouchers and stamps; and

e) any other information as may be required by the Company to comply with the AWR.

2.9 Where the AWR applies to the Assignment, the Client agrees that it will, upon request from the Company and without delay, provide accurate details relating to the working and employment conditions (as defined within regulation 5(2) and regulation 6 of the AWR) of Client's (or of End User's as is applicable) workers and/or employees who undertake the same or broadly similar work as that of Agency Worker during Assignment.

2.10 Where the AWR applies to the Assignment and where applicable pursuant to information obtained under clause 2.9 above, the Client will, and where applicable will ensure that End User will, apply the same or similar Process as applied to assess Pay that is directly attributable to the amount or quality of the work done by Agency Worker. For the purposes of this clause "Pay" means as defined in regulation 6(2) of the AWR.

2.11 Where the AWR applies to Assignment and Agency Worker is pregnant, the Client acknowledges and agrees that, following the Qualifying Period, the Client will, and where applicable will procure that the End User will, permit Agency Worker time off to attend ante-natal medical appointments and ante-natal classes.

2.12 Where the AWR applies to Assignment, the Client acknowledges and agrees that, following the Qualifying Period and whereupon Agency Worker is unable to continue to provide some or all of the Services on maternity grounds due to reasons of health and safety, the Client will, and where applicable will procure that the End User will, undertake to make such reasonable adjustments as are necessary to allow Agency Worker

to continue providing Services for the duration of Assignment. For the avoidance of doubt, such reasonable adjustments will include provision of alternative work on Terms no less favourable than those applicable during Assignment.

2.13 The Client undertakes and agrees to immediately notify the Company where an Agency Worker has worked for the Client/End User in the same or similar role as Assignment where, prior to the planned commencement of Assignment, such role is within the Qualifying Period.

2.14 The Client warrants and undertakes that it will not, and where applicable will procure that the End User will not, seek to deny Agency Worker's entitlement to rights under the AWR by virtue of the structure of the Assignments and shall at all times comply with regulation 9 of the AWR.

2.15 Where Off-Payroll applies to the Client and Services are in scope, the Client undertakes and agrees to assess the working practices of Services to be provided during the Assignment and to issue the Company with its status determination statement ("SDS") and the reasons for the decision in writing prior to the commencement of the Assignment and to comply with the statutory requirements to notify the Representative.

2.16 Where Off-Payroll applies to the Client or applies to the End User, the Client undertakes and agrees to provide any information reasonably requested at any time by the Company promptly in order to assist the Company to comply with Off-Payroll.

2.17 The Client undertakes and agrees to notify the Company in the event of changes to information provided under clauses 2.15 or 2.16 that occur during the Assignment and reissue an SDS if working practices and conditions change.

2.18 The Client warrants and undertakes that all information it provides to the Company under these Terms is true and accurate.

2.19 The Client warrants to comply with its statutory obligations to provide a status disagreement Process and to use best endeavours to resolve status determination disagreements equitably and within forty-five (45) calendar days, beginning with the day the disagreement representation is received.

2.20 The Client warrants to comply with its statutory obligation to, upon request by the Company, confirm its size under Off-Payroll and to notify of a change in its size.

2.21 The Client undertakes and agrees to notify the Company where the Client or the End User is based wholly overseas as defined under Off-Payroll.

3. THE COMPANY'S OBLIGATIONS

3.1 The Company shall use reasonable endeavours to introduce a Contractors to the Client who meet the Client's stated requirements.

3.2 Where the Company and the Client have agreed that the Company will supply the Client with the Services of a Contractor, the Company will give the Client a Contractor Schedule confirming the name of the Contractor, the agreed pay rates/fees, duration of the Assignment, description of the Services, notice periods and any other relevant details communicated and agreed between the parties.

3.3 The Company shall use reasonable endeavours to ensure that the Contractor uses best endeavours to deliver the Services to the Client's reasonable and lawful specification.

3.4 The Company shall use reasonable endeavours to ensure that the Contractor enters into an agreement which procures the Contractor, in consideration of fees paid (i) to assign to the Company (for onward Assignment to Client) or directly to the Client (as directed by the Client to the Company), the Contractor's intellectual property rights of whatever nature and, if capable of registration, whether registered or not, in all documents or other material and data or other information and Processes provided or created by the Contractor in the provision of the Services and (ii) to procure Representative's Assignment on the same Terms.

3.5 The Company shall use reasonable endeavours to ensure that Contractor enters into an agreement which contains an obligation on the Contractor to keep confidential all confidential information of the Client obtained during the Assignment. For the purposes of this clause 3.5, confidential information is confidential if it is clearly marked confidential or if the Client states it is confidential clearly in writing to the Contractor.

4. CHARGES/FEES

4.1 The Client agrees to pay the Company's charges as set out in the relevant Contractor Schedule. A standard margin of 25% will apply to the Candidate's day rate.

4.2 Signature by the Client (or by the End User where applicable) of timesheets of hours worked or other verification of Services is confirmation of the Services provided and of satisfaction with the Services provided. Failure to sign/authorise the timesheet does not absolve the Client of its obligation to pay the charges for the Services provided by the Contractor.

4.3 If the Client is unable to sign a timesheet (or other agreed method of verification) produced for authentication by the Contractor because the Client disputes the amount of time claimed or Services provided, then the Client will notify the Company within two (2) working days from the presentation to the Client of the claimed work for verification and will co-operate fully and in a timely fashion with the Company, including providing documentary evidence of the hours/days worked or Services provided by the Contractor, to enable the Company to establish what periods of time, if any, the Contractor worked or verify Services provided.

4.4 With reference to clause 2.11, where such time off to attend ante-natal medical appointments and ante-natal classes falls within the normal working periods of Agency Worker during Assignment, the Client agrees to pay the Company's charges, in accordance with clause 4.1, for such periods whether by inclusion of such time on a timesheet or otherwise.

4.5 There are no refunds or rebates payable by the Company to the Client (or to Client Group or, for the avoidance of doubt, End User) in respect of the Company's charges.

4.6 The Client agrees to pay the Company all reasonable business expenses incurred by the Contractor in the provision of the Services as agreed within the Contractor Schedule.

4.7 In the event a notification in accordance with 2.15 is provided to the Company after the commencement of Assignment or in the event of information provided in accordance with clauses 2.16 and 2.17, the Client agrees and accepts that the Company is entitled to vary its charge to the Client and nature of Services in order to comply with Off-Payroll and has the right to terminate with immediate effect pursuant to Clause 6.8.

4.8 VAT, where applicable, will be payable in addition to charges/fees.

4.9 The Client acknowledges and agrees that the Company may, upon notice, increase the charge rate set out in the relevant Contractor Schedule in order to comply with the AWR or with Off-Payroll.

4.10 The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to the Company under these Terms.

5. INVOICES

5.1 The Company will raise invoices weekly (unless otherwise specified in the Contractor Schedule) in respect of charges payable and the Client agrees to pay such invoices within fourteen (14) days of the date of the invoice, unless otherwise specified in Contractor Schedule.

5.2 The Client must notify the Company in writing within five (5) days of any amount the Client disputes and the reason. The invoice will remain payable in full unless the Company agrees to a credit or correction, in its sole discretion.

5.3 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then the Company will be entitled to charge interest on the outstanding amount at the rate of 8% a year above the Bank of England base rate, accruing daily, to require the Client to pay, in advance, for any Recruitment Services (or any part of the Recruitment Services) which have not yet been performed; and not to perform any further Recruitment Services (or any part of the Recruitment Services).

6. TERMINATION OF ASSIGNMENTS

6.1 The Client may instruct the Company, in writing, to end the Services of Contractor immediately in the event of substantial non-performance or serious misconduct by the Contractor, provided that Client provides detailed, written confirmation of the non- performance and/or misconduct.

6.2 The Company may end any Assignment immediately by giving the Client notice in writing if the Client is in

material breach of these Terms.

6.3 Either party may terminate the Assignment prior to the end of Assignment by giving not less than 28 days' notice in writing, or such other period of notice as agreed and set out in the relevant Contractor Schedule.

6.4 When notice of termination of Assignment is served by the Client, payment for each week of notice will be based on the specified hours/days agreed in the Contractor Schedule or actual hours worked whichever the greater. The Client agrees to make payment in accordance with clauses 4 and 5 above irrespective of whether or not the Contractor continues to provide the Services during this notice period.

6.5 In any event of termination of Assignment pursuant to clause 6.1 above, the Company shall use reasonable endeavours to provide an alternative Contractor within fourteen
(14) days that in the reasonable opinion of the Company is suitable to provide the Services.

6.6 These Terms may be terminated by either party by giving to the other immediate notice in the event that either the Company or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Company has reasonable grounds to believe the Client will not pay the Company's invoice within the payment Terms agreed within clause 6.1.

6.7 Save for when the Representative is an Agency Worker, the Contractor may substitute the Representative. For the avoidance of doubt, the Contractor, to adhere to its agreement with the Company, must ensure:

a) Services remain as detailed in the Contractor Schedule;

b) the proposed substitute passes all relevant security checks; and

c) no delay or reduction in quality occurs due to the lack of technical or Client specific knowledge held by the substitute.

6.8 The Company may, at its absolute discretion and at any time, terminate Assignment upon immediate notice where in the opinion of the Company the Contractor is no longer suitable to provide the Services, including suitability given Off Payroll status of Services.

6.9 Following termination (howsoever arising) of these Terms, the provisions contained within clauses 1, 2.6, 2.8, 2.9, 2.10, 4.5, 4.6, 4.10, 5, 7, 8, 9, 10, 11, 12, 13, 14 and 15 will continue in full force and effect.

7. ENGAGEMENT OF REPESENTATIVES BY CLIENT OR THIRD PARTIES

7.1 Subject to clause 8.1, the Client agrees that when the Client or the Client Group or the End User Engages a Contractor, other than through the Company, either during an Assignment or within the Quarantine Period, the Client agrees to notify the Company of that Engagement and accepts liability to pay the Company the Transfer Fee stated in Contractor Schedule irrespective of the planned duration of the Engagement. 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.

7.2 Subject to clause 8.2, where there has been an Introduction of a Contractor to the Client which does not immediately result in the supply of the Services of that Contractor by the Company to the Client, but which later leads to an Engagement of the Contractor by the Client or by the Client Group or by the End User (howsoever arising) within 12 months from the date of Introduction, Client agrees to notify the Company of that Engagement and agrees to pay the Transfer Fee in accordance with clause 7.1 above. VAT, where applicable, is payable in addition to any fee due.

7.3 The Company will raise invoices for Transfer Fee payable upon an Engagement pursuant to clause 7.1 and payment shall be due within twenty-one (21) days of the date of invoice.

7.4 All Introductions are confidential. If the Client passes details of a Contractor to any third party (including, for the avoidance of doubt, the Client Group or the End User) resulting in the Engagement of that Contractor, then the Client agrees to pay the Transfer Fee. VAT, where applicable, is payable in addition to any fee due.

7.5 The Client acknowledges and agrees that where it fails to notify the Company of the actual Remuneration it (or where applicable, the Client Group or the End User) intends to (directly or indirectly) pay a Contractor, the Company will be entitled to calculate the Transfer Fee based on comparable market rates for similar roles.

7.6 For the avoidance of doubt, no refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

8. ALTERNATIVE HIRE PERIOD

8.1 Where the Conduct Regulations apply, as an alternative to the Transfer Fee agreed in clause 7.1 the Client may provide the Company with written notice in accordance with clause 6.3 above and to require the Company to supply the Services of Representative to the Client for a further period set out as the Alternative Hire Period within the Contractor Schedule, during which period the Client will pay the charges agreed pursuant to clause 4.1 above.

8.2 Where the Conduct Regulations apply, as an alternative to the Transfer Fee agreed in clause 7.2, the Client may provide the Company with five (5) days written notice to require the Company to supply the Services of a Contractor to the Client for the Alternative Hire Period agreed in the Contractor Schedule, during which period the Client agrees to pay the charges agreed pursuant to clause 4.1 above or where none agreed, pursuant to market rate in the sole opinion of the Company.

8.3 Upon completion of the entire duration of Alternative Hire Period and the payment in full of invoices relating thereto, the Client may engage with the Contractor directly or indirectly without any additional payment to the Company.

8.4 Where the Client does not give such notice as required within clauses 8.1 and 8.2 above before the Contractor is Engaged, the Client acknowledges and agrees that Transfer Fee will become due in full to the Company.

8.5 Pursuant to clauses 8.1 and 8.2 above, a Contractor Schedule will be issued by the Company and these Terms will continue in full force and effect during the Alternative Hire Period.

8.6 In the event the Contractor ceases to provide Services for whatever reason during the Alternative Hire Period, the Client acknowledges and agrees that the Transfer Fee will become due, minus the portion directly relating to the gross profit of the Company paid by the Client to the Company during the period of the Alternative Hire Period that Contractor completed.

8.7 For the avoidance of doubt, there will be no refund of any fees or charges paid by the Client to the Company in relation to the Alternative Hire Period and/or Transfer Fee.

9. DATA PROTECTION

9.1 For the purposes of this clause 9 "Data Controller", “Data Subject”, “Data Processor”, “Personal Data Breach”, “processing” and “appropriate technical and organisational measures” means as set out in and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Representative.

9.2 The parties hereto acknowledge that the Company is a Data Controller in respect of the Personal Data of the Contractor and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.

9.3 The parties hereto acknowledge that the Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.

9.4 The parties hereto agree that the Contractor is not Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within a Contractor Schedule and subject to additional Terms and conditions.

9.5 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, the Company or by the Contractor, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.

9.6 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

9.7 The Client will –

a) comply with the instruction of the Company as regards the transfer/sharing of data between the parties hereto. If the Client requires Personal Data not already in its control to be provided by the Company, the Client will set out their legal basis for the request of such data and accept that the Company may refuse to share/transfer such Personal Data where, in the reasonable opinion of the

Company, it does not comply with its obligations in accordance with Data Protection Legislation;

b) not cause the Company to breach any of their obligations under the Data Protection Legislation.

9.8 In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify the Company and will provide the Company with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Company reasonably requests relating to the Personal Data Breach.

9.9 In the event of a Personal Data Breach, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Company may request to –

a) investigate and defend any claim or regulatory investigation;

b) mitigate, remedy and/or rectify such breach; and

c) prevent future breaches.

and will provide the Company with details in writing of all such steps taken.

9.10 The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of the Company.

9.11 The Client agrees it will only Process Personal Data of the Contractor for the agreed purpose of provision of Services pursuant to these Terms.

9.12 The Client will provide evidence of compliance with clause 9 upon request from the Company.

9.13 The Client shall indemnify and keep indemnified and hold the Company harmless from any cost, charge, damages, expense or loss which the Company suffers as a result of the Client's non-compliance with the Data Protection Legislation and/or breach of any of the provisions of this clause 9.

10. LIABILITY

10.1 The Company shall use reasonable endeavours to ensure the Contractor has the required standard of skill, integrity and reliability; nevertheless, the Company is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of the Contractor to perform the Services nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill of the Contractor howsoever arising.

10.2 All Contractors are engaged under contracts for Services. They are not the employees of the Company.

10.3 The Client will comply, and will procure that the End User will comply, in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate public liability insurance in respect of the Contractor where appropriate. The Client agrees to allow and reasonably assist the Company in complying with its legal obligations to provide resourcing Services.

10.4 The Company is providing resourcing Services comprising of sourcing, Introduction of Contractor and payment of fees to the Contractor in relation to Services and accordingly, the Company does not accept any liability, howsoever arising, for the quality of Services provided by the Contractor, save for death or personal injury caused by the Company's direct negligence.

10.5 Save where required by law, the parties hereto are not liable for –

a) any loss of profits, loss of business, loss of revenue, depletion of goodwill, pure economic loss, loss of anticipated savings, damages, charges, expenses and/or similar losses; or

b) any special, indirect or consequential losses;

10.6 Save as required by law, the sole aggregate liability of the Company to the Client arising in connection with these Terms will be limited to ten-thousand-pound sterling £10,000.

11. INDEMNITY

11.1 The Client agrees to indemnify and keep indemnified the Company against any costs, claims and liabilities (including those under statute) incurred directly or indirectly by the Company arising out of or in connection

with these Terms including (without limitation) as a result of:

a) any breach of these Terms by the Client (including its employees, sub-Contractors and agents);

b) any breach by the Client, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity); and

c) application of Off-Payroll including an incorrect SDS issued by the Client and/or treatment of the Contractor categorised under Assignment as outside IR35, which treatment by the Client causes or contributes to HMRC classifying the Contractor as a deemed employee pursuant to Off Payroll.

12. GENERAL

12.1 The Company is not liable for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.

12.2 Any failure by the Company to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

12.3 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.

12.4 No provision of these Terms will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

12.5 Without prejudice to clause 1.2, whereupon these Terms and/or Contractor Schedule/s are executed by the signature of duly authorised Representatives of the parties this forms a binding agreement and will supersede all previous agreements or representations whether written or oral including without limitation the Client's Terms and conditions, purchase order or other the Client documents with respect to the provision of Services set out herein provided by the Company. These Terms may not be modified or amended except in writing and signed by a duly authorized Representative of the Company

12.6 A reference to a statute or a provision of a statute or enactment is a reference to that statute or provision as amended or re-enacted at the relevant time.

13. NOTICES

13.1 Any notice required to be given under these Terms will be delivered by hand, sent by e- mail or prepaid first-class post to the recipient at its address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

13.2 Notices in connection with these Terms will be deemed to have been given and served –

a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery;

b) if sent by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the authorised recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or

c) if sent by prepaid first-class post, 48 hours from the time of posting.

For the avoidance of doubt and for the purpose of this clause 13.2, a "business day" will mean any day excluding Saturday, Sunday and public holidays.

14. GOVERNING LAW

14.1 These Terms shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of these Terms shall be

subject to the exclusive jurisdiction of the courts of England and Wales

15. DEFINITION

In these **Terms**

Agency Worker	means Representative who works temporarily for and under the supervision and direction of Client and/or End User;
Alternative Hire Period	means the period agreed within the Contractor Schedule;
Assignment	means the period during which the Contractor renders the Services;
AWR	means the Agency Workers Regulations 2010;
Client	means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom the Company supplies or Introduces Contractor;
Client Group	means the Client, any corporate body of which the Client is a subsidiary (as defined by s. 1159 of the Companies Act 2006), any other subsidiary of such corporate body and any subsidiary of the Client;
Conduct Regulations	means the Conduct of Employment Agencies and the Companies Regulations 2003;
Contractor	means the person, entity or company Introduced by the Company to the Client including, but not limited to, any officer member or employee of the Contractor if Contractor is a limited company or limited liability partnership, the Representative, the Company who provides the Services (and members of the Company's own staff for the purposes of Clause 3.6);
Contractor Schedule	means the schedule provided by the Company to the Client confirming the details relating to Services;
Data Controller	means "controller" in accordance with the Data Protection Legislation;
Data Protection Legislation	means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, privacy and electronic communications including without limitation, (a) the Data Protection Act 2018; and (b) the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) ("UK GDPR");
End User	means the Company with whom the Client has an agreement and who is the recipient of the Services;
Engagement	means the Engagement, employment or use of Contractor by the Client, by the Client Group or by any third party to whom or to which the Contractor was Introduced by the Client (whether with or without the Company's knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for Services; under an agency, licence, franchise or partnership agreement; or through any other Engagement directly or indirectly and "Engages" and "Engaged" will be construed accordingly;
Introduced	means - a) The Client's interview of a Contractor in person or by audio or visual means; b) meeting between the Client and the Contractor to specify the Services in person or by audio or visual means; or c) the passing to the Client of information about the Contractor; whichever is earlier and "Introduces" and "Introduction" will be construed accordingly;
Off-Payroll	means amendments to Chapter 8 and Chapter 10, Part 2 of Income Tax (Earnings and Pensions) Act 2003;
Opted-Out	means the notice given by the Contractor and Representative in accordance with regulation 32(9) of the Conduct Regulations;
Personal Data	means as set out in, and will be interpreted in accordance with Data Protection Legislation;
Personal Data Breach	means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Contractor;
Process	means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;

Qualifying Period	means as defined within regulation 7 of the AWR;
Quarantine Period	means the "relevant period" as set out within regulation 10(5) of the Conduct Regulations, or the period stated within Contractor Schedule where the Contractor has Opted-Out of the Conduct Regulations;
Remuneration	means basic salary, shift or weighting allowances, guaranteed and/or anticipated bonus and commission earnings, car allowance and any other benefit or allowance;
Representative	means employee, officer or Representative of the Contractor, who renders the Services on behalf of the Contractor;
Services	means the Services to be performed by the Contractor pursuant to these Terms, as described in the Contractor Schedule;
Terms	means these Terms of business and will include any schedules, including the Contractor Schedule issued pursuant to these Terms of business; and
Transfer Fee	means the fee set out within the Contractor Schedule.