

EMPLOYMENT BUS

AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

“Assignment”	... which or period of work during which ... supplied to a Client;
“AWR”	... Workers Regulations 2010;
“Elected Assignment”	... chosen by a Client in the event of ... non-assigned Temporary Worker
“Client”	... n or company including any ... ies to whom a Temporary Worker
“Employment Business”	... ch engages work-seekers under a ... t or a contract for services and ... ekers to client businesses for ... s during which time the work- ... he client’s control;
“Confidential Information”	... concerning either Party and ... methods, plans, systems, ... trade secrets; its products or ... nformation which is expressly ... al;
“Engaged” / “Engagement”	... yment or engagement by a Client ... r on either a temporary or ... includes engagement through ... usiness or via a third party and ... ted to) a contract of service, ... ency, franchise or other ... ctly or through a company of ... orker is an employee or officer;
“Extended Assignment”	... ssignment chosen by a Client in ... ement of an assigned Temporary ... ;
“Fees”	... ble by the Client in consideration ... rdance with Clause 4;
“Introduction Fee”	... in the event of an Engagement or ... ent under Clauses 10 or 12 of ... ditions in accordance with these ... and the Conduct of Employment ... yment Businesses Regulations
“Registration Form”	... ration form as appropriate>>;

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“Services”	be provided by the Employment as set out in Clause 3 and Attachment Form;
“Temporary Worker”	who is a work-seeker introduced to the Employment Business (but does not include a person who has previously engaged with the Employer via a limited company);
“Term”	a contract which shall be agreed between the Employer and the Temporary Worker;
“Third Party Engagement”	any payment or engagement by a third party on behalf of the Temporary Worker on either a temporary or permanent basis which includes (but is not limited to) a contract for service, agency, or other form of engagement either directly or through the Temporary Worker is an engagement of the Temporary Worker;
“Timesheet”	a record of time supplied by the Employment Business to the Temporary Worker and used for the purpose of calculating the Temporary Worker's fee;
“Transfer Fee”	a fee payable in the event of an Engagement or Transfer of a Temporary Worker under Clauses 9 or 11 of these Terms and Conditions in accordance with these Terms and Conditions of Employment and the Employment Business Regulations;

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- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing” includes a reference to any communication in written or electronic transmission or similar form;
 - 1.2.2 a statute or regulation includes a reference to that statute or regulation as amended or substituted at the relevant time;
 - 1.2.3 “these Terms and Conditions” includes a reference to these Terms and Conditions and the Schedules as amended or substituted from time to time;
 - 1.2.4 a Schedule includes a reference to the relevant Schedule of these Terms and Conditions; and
 - 1.2.5 a Clause, Section, Paragraph, Schedule or other part of these Terms and Conditions (including any Schedules) or a paragraph of the relevant part of these Terms and Conditions;
 - 1.2.6 a “Party” includes a reference to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.
- 1.4 Words imparting the masculine gender include the plural and vice versa.
- 1.5 References to any gender include the other gender.

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2. The Contract

2.1 The Employment Business shall provide recruitment and employment business services to the Client as an employment business in accordance with the Conduct of Employment Agencies Regulations 2008 and any other applicable laws and regulations.

services to the Client as an employment business in accordance with the Conduct of Employment Agencies Regulations 2008 and any other applicable laws and regulations.

2.2 Any and all business terms and conditions for provision of such services shall prevail unless otherwise stated in writing by the Employment Business. These Terms and Conditions [and any other provisions of the contract between the parties] shall prevail over the entire agreement between the parties in the event of any conflict with any other terms and conditions or other documents contained in the contract between the parties.

employment business with the Client in accordance with these Terms and Conditions [and any other provisions of the contract between the parties] shall prevail over the entire agreement between the parties in the event of any conflict with any other terms and conditions or other documents contained in the contract between the parties.] signed by a <<insert officer / title>> of the Employment Business.

2.3 These Terms and Conditions and any other documents containing provisions relating to the contract between the Employment Business and the Client for the supply of a recruitment and employment business to the Client.

describe any other documents containing provisions relating to the contract between the parties>>] constitute the contract between the Employment Business and the Client for the supply of a recruitment and employment business to the Client.

2.4 These Terms and Conditions and any other documents containing provisions relating to the contract between the Employment Business and the Client shall be accepted by the Client by the signature of the Client or the provision by the Client of any information identifying the Temporary Worker or the Client of the Temporary Worker or the Client of the Temporary Worker or any other information about the Temporary Worker or the Client of the Temporary Worker.

describe any other documents containing provisions relating to the contract between the parties>>] are deemed to be accepted by the Client if any one of the following first occurs, either in writing or orally: (a) the signature by or on behalf of the Client, or (b) the provision by the Client of any information identifying the Temporary Worker or the Client of the Temporary Worker or any other information about the Temporary Worker or the Client of the Temporary Worker.

2.5 No variation or alteration to these Terms and Conditions or any other documents contained in the contract between the parties shall be valid unless set out in writing and signed by both parties and state the date on which they were agreed between, and the names of, the parties to the contract.

and Conditions [or <<describe any other documents containing provisions relating to the contract between the parties>>] shall be valid unless set out in writing, they are signed by both parties and state the date on which they were agreed between, and the names of, the parties to the contract.

3. The Services

3.1 The Employment Business shall provide the Services to the Client as specified in the Registration Form.

Services to the Client as specified in the Registration Form in accordance with this Clause 3.

3.2 Variations to the Services shall be valid only if set out in writing and signed by both parties between the Parties.

shall be valid only if set out in writing and signed by both parties between the Parties.

3.3 The Services shall be provided in accordance with the Registration Form for a period of <<insert period>> or a period until terminated:

agreed between the Parties, set out in the Registration Form for a period of <<insert period>> or a period until terminated:

3.3.1 by either Party or the other; or

<<insert period>> prior written notice to the Client.

3.3.2 in accordance with the Registration Form.

4. Fees and Payment

4.1 The Client shall pay the Fees in accordance with this Clause 4.

but in the Registration Form in accordance with this Clause 4.

4.2 The Client will pay the Fees for any additional services provided by the Employment Business that are not specified in the Registration Form.

business for any additional services provided by the Employment Business that are not specified in the Registration Form.

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Registration Form of the Client in accordance with the Employment Business Terms and Conditions in accordance with the Employment Business Terms and Conditions or price lists at the time of the performance or such other agreement agreed between the Parties. Any charge for additional services shall be supplemental to Fees or other expenses.

4.3 In the event that the Client incurs any reasonable expenses including, but not limited to, those which shall be invoiced for the Client's account.

4.4 The Client shall pay the Employment Business the costs and expenses under sub-Clauses 4.2 and 4.3 within 10 days of receiving an invoice for the same.

4.5 The Employment Business shall not charge interest at the rate of <<insert percentage>> per annum on any amount due from the due date to the date of payment.

4.6 The Employment Business shall give <insert period>> written notice of any changes to the Fees. If the Client does not accept such changes, it shall have the right to terminate the Agreement in accordance with Clause 17.

4.7 Notwithstanding the above, the Client shall not be required to pay the Fees if a result of compliance with applicable law.

5. The Employment Business

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5.1 The Employment Business shall be responsible for finding and recruiting suitable Temporary Workers to fill such positions as requested by the Client.

5.2 The Employment Business shall provide the identity of Temporary Workers prior to introducing them to the Client.

5.3 The Employment Business shall ensure that all Temporary Workers introduced to the Client have the necessary qualifications, which are required for the position(s) that they are to fill and that the Temporary Worker is willing to work in the Client's premises.

5.4 When proposing a Temporary Worker to the Client, the Employment Business shall inform the Client that the Temporary Worker has been obtained in accordance with the provisions of sub-Clause 5.3.

5.5 The Employment Business shall be responsible for finding a suitable Temporary Worker for each vacant position requested by the Client.

5.6 The Employment Business shall be responsible for paying the Temporary Workers' remuneration and for the payment of income tax and social security contributions with the Income Tax Authority where relevant.

5.7 [The Employment Business shall be responsible for its obligations under the AWR where relevant.]

6. The Client's Obligations

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6.1 The Client shall provide the Employment Business with all information which is reasonably required for the Employment Business to provide the Services and to comply with the applicable laws. The Client shall use its best endeavours to ensure that such information is complete, accurate and up-to-date.

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6.2 The Client shall ensure that any information provided to the Employment Business does not contain any content which could be regarded as offensive, indecent, obscene, defamatory, libellous, defamatory or discriminatory.

6.3 The Client shall ensure that any information provided to the Employment Business does not infringe the rights of any third parties (including, but not limited to, intellectual property rights).

6.4 The Client shall provide details of the vacancies that the Client wishes to fill, which include the type of work required; the commencement date; the location; and location. In the event that the Client requires a Temporary Worker to work more than one week at any given time, the Client must inform the Employment Business of such work being undertaken.

6.5 The Client shall provide details of the Temporary Worker's experience, training and qualifications, and any professional authorisations required by law, the details of the vacancies.

6.6 The Client must inform the Employment Business of any health and safety risks or requirements associated with the assignment. The Client shall inform the Temporary Worker of such risks and the action taken by the Client to control such risks.

6.7 In the event that any changes to the information provided to the Employment Business following the submission of the assignment, the Client shall inform the Employment Business of such changes, applying appropriately updated information.

6.8 The Client shall pay the Temporary Worker in accordance with the Terms and Conditions.

6.9 The Client shall provide the Temporary Worker with the necessary level of supervision to the Temporary Worker in order to enable the Temporary Worker to perform to the Client's requirements of workmanship.

6.10 The Client shall, to the extent applicable, comply with all relevant legislation and regulations including the Health and Safety At Work Act; the Working Time Regulations 1998; the Health and Safety Act 2010 and the AWR.

6.11 In addition to the legislation detailed in sub-Clause 6.10, the Client shall comply with any applicable industry codes of practice.

6.12 It shall be the Client's responsibility to provide suitable Public and Employer's Liability Insurance cover for the Temporary Worker during the Assignment.

6.13 The Client undertakes to ensure that the Assignment is not detrimental to the interests of the Temporary Worker. In the event that the Client is unable to provide the Assignment and so the Temporary Worker is not assigned to the Assignment immediately if the position changes.

7. Timesheets

7.1 The Employment Business shall require the Temporary Worker to complete Timesheets to be completed by the Temporary Worker in accordance with the Terms and Conditions, detailing the hours worked by the Temporary Worker.

7.2 In the absence of a specific requirement, each Timesheet shall cover a period of <<insert period>>.

7.3 The Client shall sign and return the Timesheet to verify the number of hours worked by the Temporary Worker. The Client shall return it to the Temporary Worker to sign and return it to the Client within <<insert period>> of its completion.

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7.4 The Client shall refer to the Timesheets relating to the hours worked by the Temporary Worker and shall refer to the Timesheets relating to the Timesheets to the Employment Business.

relating to the hours worked by the Temporary Worker and shall refer to the Timesheets to the Employment Business.

7.5 Failure by the Temporary Worker to complete Timesheets or by the Client to sign the same shall not constitute a breach of its obligation to pay the Fees and other sums in respect of the Assignment or by the Temporary Worker or other sums required by the Client.

Failure by the Temporary Worker to complete Timesheets or by the Client to sign the same shall not constitute a breach of its obligation to pay the Fees and other sums in respect of the Assignment or by the Temporary Worker or other sums required by the Client.

7.6 The Client shall not be obliged to sign a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client shall refer to the provisions of Clause 17.2 below.

The Client shall not be obliged to sign a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client shall refer to the provisions of Clause 17.2 below.

8. Sickness and Absence

8.1 [In the event that the Temporary Worker is absent from an Assignment due to injury or illness for a period of more than 7 days, the Assignment shall be extended by the total period of absence.]

[In the event that the Temporary Worker is absent from an Assignment due to injury or illness for a period of more than 7 days, the Assignment shall be extended by that period of absence.]

8.2 [If statutory sick pay is payable to the Temporary Worker by the Employment Business for any period of absence, the Client shall invoice the Client for a sum equal to the amount of statutory sick pay. The Client shall be required to pay any such sum in accordance with the provisions of Clause 4.]

[If statutory sick pay is payable to the Temporary Worker by the Employment Business for any period of absence, the Client shall invoice the Client for a sum equal to the amount of statutory sick pay. The Client shall be required to pay any such sum in accordance with the provisions of Clause 4.]

8.3 If any other payments are made to the Temporary Worker arise as a result of the Assignment, the Client shall invoice the client for the amount of such payments. The Client shall be required to pay any such sum in accordance with the provisions of Clause 4.

If any other payments are made to the Temporary Worker arise as a result of the Assignment, the Client shall invoice the client for the amount of such payments. The Client shall be required to pay any such sum in accordance with the provisions of Clause 4.

8.4 If the Temporary Worker is absent from an Assignment for any reason, whether injury, illness or otherwise, the Client shall invoice the Client for the amount of such absence in accordance with the provisions of Clause 4.

If the Temporary Worker is absent from an Assignment for any reason, whether injury, illness or otherwise, the Client shall invoice the Client for the amount of such absence in accordance with the provisions of Clause 4.

9. Engagement of Assigned Temporary Worker and Transfer Fees

9.1 The provisions of this Clause shall apply where a Temporary Worker has been Assigned to the Client.

The provisions of this Clause shall apply where a Temporary Worker has been Assigned to the Client.

9.2 Where a Temporary Worker is Assigned to the Client either directly or pursuant to an Assignment Engaged by the Client, the Client shall be deemed to be Engaged by the Client for either:

Where a Temporary Worker is Assigned to the Client either directly or pursuant to an Assignment Engaged by the Client, the Client shall be deemed to be Engaged by the Client for either:

9.2.1 14 weeks from the date of the first Assignment where there is no other Assignment for more than 42 days (6 weeks) since the end of a previous Assignment (including this Clause 9); or

14 weeks from the date of the first Assignment where there is no other Assignment for more than 42 days (6 weeks) since the end of a previous Assignment (including this Clause 9); or

9.2.2 8 weeks from the date of the first Assignment on an Assignment where there is no other Assignment for more than 42 days (6 weeks) since the end of a previous Assignment (including this Clause 9); or

8 weeks from the date of the first Assignment on an Assignment where there is no other Assignment for more than 42 days (6 weeks) since the end of a previous Assignment (including this Clause 9); or

the Client shall be deemed to be Engaged by the Client for either: The Client and the Temporary Worker shall agree upon the length of such an Extended Assignment and the Client shall pay a Transfer Fee.

the Client shall be deemed to be Engaged by the Client for either: The Client and the Temporary Worker shall agree upon the length of such an Extended Assignment and the Client shall pay a Transfer Fee.

9.3 If the Client wishes to engage a Temporary Worker under sub-Clause 9.2, the Client shall provide at least <<insert period e.g. 7 days>> written notice of such engagement. Failure to provide such notice shall result in the Client being deemed to be Engaged by the Client and to pay a Transfer Fee.

If the Client wishes to engage a Temporary Worker under sub-Clause 9.2, the Client shall provide at least <<insert period e.g. 7 days>> written notice of such engagement. Failure to provide such notice shall result in the Client being deemed to be Engaged by the Client and to pay a Transfer Fee.

9.4 In the event that the Client engages a Temporary Worker upon the length of an Extended Assignment, the Client shall pay a Transfer Fee.

In the event that the Client engages a Temporary Worker upon the length of an Extended Assignment, the Client shall pay a Transfer Fee.

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- Assignment or the s... the following shall apply:
- 9.4.1 The Extend... continue for a period of <<insert...>> shall continue to pay the Fees as set out in Clause 4; or
- 9.4.2 The Transfe... ed as <<insert percentage>>% of temporary Worker during the first of the Engagement or, where the remuneration, the total of the Fees payable for <<insert per...>>.
- 9.5 In the event that... dates earlier than anticipated, no refund shall be pa... Fee paid by the Client to the Employment Busine...

10. Engagement of non-assig... rs

- 10.1 The provisions of th... y where a Temporary Worker has been introduced bu... nt.
- 10.2 Where a Temporar... ced to the Client but not Assigned is subsequently en... her directly or pursuant to being supplied by another... within 6 months of the date of the introduction, the Cli... ed to take the Temporary Worker on an Elected Assig... duction Fee. The Client and Agent shall agree upon th... cted Assignment or the amount of such an Introduction...
- 10.3 If the Client wishes... Worker on an Elected Assignment under sub-Clause 1... to provide at least <<insert period e.g. 7 days>> writte... gagement. Failure to provide such notice shall result in... d to pay an Introduction Fee.
- 10.4 In the event that t... e upon the length of an Elected Assignment or the s... the following shall apply:
 - 10.4.1 The Elected... continue for a period of <<insert period>> du... shall continue to pay the Fees normally pay... as set out in Clause 4; or
 - 10.4.2 The Introduc... ted as <<insert percentage>>% of the remuneration of a temporary Worker during the first <<insert per...>> of the Engagement or, where the remuneration, the total of the Fees payable for <<insert per...>>.
- 10.5 In the event that... dates earlier than anticipated, no refund shall be pa... on Fee paid by the Client to the Employment Busine...

11. Third Party Engagement... Workers

- 11.1 The provisions of th... y where a Temporary Worker has been Assigned to a... ary Worker is introduced to a third party resulting in th... ty Engagement of the Temporary Worker.
- 11.2 Where a Temporar... he Client is introduced to a third party and such int... Third Party Engagement of the Temporary Worker, either:
 - either:

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11.2.1 14 weeks from the date of the assignment where there is no assignment between the end of a previous assignment and the first Assignment

assignment (each new Assignment shall be considered to be the first Assignment if there has been no assignment for more than 42 days (6 weeks) since the end of the last assignment (as defined in this Clause 11); or

11.2.2 8 weeks from the date of the assignment on an Assignment

if there has been no assignment for more than 42 days (6 weeks) since the end of the last assignment (as defined in this Clause 11); or

the Client shall be required to pay a Transfer Fee, the amount of which shall be agreed upon between the Client and the Employment Business.

the amount of which shall be agreed upon between the Client and the Employment Business.

11.3 In the event that the Client terminates the assignment of a Temporary Worker to a Third Party Engager, the total of the Fee shall be calculated as a percentage of the remuneration payable to the Temporary Worker for the first <<insert period e.g. 12 months>> of the assignment, where the remuneration to be paid is not known, the total of the Fee shall be calculated as a percentage of the remuneration to be paid for <<insert period>> multiplied by <<insert number>>.

upon the sum of the Transfer Fee, it shall be calculated as a percentage of the remuneration payable to the Temporary Worker for the first <<insert period e.g. 12 months>> of the assignment, where the remuneration to be paid is not known, the total of the Fee shall be calculated as a percentage of the remuneration to be paid for <<insert period>> multiplied by <<insert number>>.

11.4 In the event that the Client terminates the assignment of a Temporary Worker to a Third Party Engager earlier than anticipated, no refund shall be made to the Client of any Transfer Fee paid by the Client to the Employment Business.

management terminates earlier than anticipated, no refund shall be made to the Client of any Transfer Fee paid by the Client to the Employment Business.

12. Third Party Engagement

Temporary Workers

12.1 The provisions of this Clause shall apply to any Temporary Worker where a Temporary Worker has been introduced by the Client to a Third Party Engager and that Temporary Worker is engaged by that third party within the subsequent Third Party Engagement of the Client.

any Temporary Worker where a Temporary Worker has been introduced by the Client to a Third Party Engager and that Temporary Worker is engaged by that third party within the subsequent Third Party Engagement of the Client.

12.2 Where a Temporary Worker is introduced to a third party within 6 months of the date of the Client's Introduction Fee, the Client shall be required to pay an Introduction Fee, the amount of which shall be agreed upon between the Client and the Employment Business.

introduced to a Client but not Assigned is engaged by that third party within 6 months of the date of the Client's Introduction Fee, the Client shall be required to pay an Introduction Fee, the amount of which shall be agreed upon between the Client and the Employment Business.

12.3 In the event that the Client terminates the assignment of a Temporary Worker to a Third Party Engager, the total of the Fee shall be calculated as a percentage of the remuneration payable to the Temporary Worker for the first <<insert period e.g. 12 months>> of the assignment, where the remuneration to be paid is not known, the total of the Fee shall be calculated as a percentage of the remuneration to be paid for <<insert period>> multiplied by <<insert number>>.

upon the sum of the Introduction Fee, it shall be calculated as a percentage of the remuneration payable to the Temporary Worker for the first <<insert period e.g. 12 months>> of the assignment, where the remuneration to be paid is not known, the total of the Fee shall be calculated as a percentage of the remuneration to be paid for <<insert period>> multiplied by <<insert number>>.

12.4 In the event that the Client terminates the assignment of a Temporary Worker to a Third Party Engager earlier than anticipated, no refund shall be made to the Client of any Introduction Fee paid by the Client to the Employment Business.

management terminates earlier than anticipated, no refund shall be made to the Client of any Introduction Fee paid by the Client to the Employment Business.

13. Confidentiality

13.1 Each Party undertakes to keep confidential and not disclose any Confidential Information provided by sub-Clause 13.2 or as otherwise authorised in writing:

provided by sub-Clause 13.2 or as otherwise authorised in writing:

13.1.1 keep confidential any Confidential Information;

information;

13.1.2 not disclose any Confidential Information to any other party;

information to any other party;

13.1.3 not use any Confidential Information for any purpose other than as contemplated in the Terms and Conditions;

information for any purpose other than as contemplated in the Terms and Conditions;

13.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;

information in any way or part with possession of any Confidential Information;

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13.1.5 ensure that advisers do of the provis

officers, employees, agents or by that Party, would be a breach .1 to 13.1.4 above.

13.2 Either Party may:

to:

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13.2.1.1 an

liar of that Party;

13.2.1.2 an

authority or regulatory body; or

13.2.1.3 an af

of that Party or of any of the

to such exte these Terms subject to t Confidential disclosure is above or a obtaining an the person Clause, to k only for the p

for the purposes contemplated by required by law, and in each case the person in question that the ential and (except where the mentioned in sub-Clause 13.2.1.2 e or officer of any such body) r Party a written undertaking from s practicable in the terms of this ormation confidential and to use it sclosure is made; and

13.2.2 use any Cor other perso knowledge t Party does n is not public

any purpose, or disclose it to any hat it is, or has become, public arty, provided that in doing so that hat Confidential Information which

13.3 The provisions of t their terms, notwiths any reason.

tinue in force in accordance with of these Terms and Conditions for

14. Data Protection

14.1 In this Clause 14:

14.1.1 "Data Prote from time to and privacy the Genera GDPR", as and Northe (Withdrawal made there Regulations

s all applicable legislation in force dom applicable to data protection to, the retained EU law version of lation ((EU) 2016/679) (the "UK of England and Wales, Scotland, section 3 of the European Union protection Act 2018 (and regulations r and Electronic Communications

14.1.2 "personal da

as defined in the UK GDPR.

14.2 All personal data th may use will be accordance with th under the Data Pro may be, either the rights under the Da

usiness or the Client ("First Party") and held by that First Party in otection Legislation and the rights e other party being, as the case the Client ("Other Party") and the of any third party.

14.3 For complete detail retention of persona personal data is use

llection, processing, storage, and imited to, the purpose(s) for which es for using it, details of the Other

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Party's and any third party's personal data sharing (where applicable) shall be governed by the Privacy Notice of the First Party and the Privacy Notices of each Party are attached in the Schedule.

to exercise them, and personal data sharing (where applicable) the First Party should refer to the Privacy Notice of the First Party and the Privacy Notices of each Party are attached in the Schedule.

14.4 [All personal data transferred to the Other Party under the contract between the Parties shall be shared in accordance with the Data Sharing Agreement entered into by the Parties and the Other Party pursuant to that contract.]

Party with the Other Party under the Terms and Conditions shall be governed by the Data Sharing Agreement entered into by the Parties and the Other Party pursuant to that contract.]

14.5 ¹[All personal data transferred to the Other Party under the contract between the Parties shall be processed in accordance with the Data Processing Agreement entered into by the Parties and the Other Party pursuant to that contract.]

First Party on behalf of the Other Party shall be processed in accordance with these Terms and Conditions and the Data Processing Agreement entered into by the Parties and the Other Party pursuant to that contract.]

15. Liability

15.1 Subject to sub-Clause 15.2, the Client shall be responsible for any loss or delay arising from or relating to the introduction of any Temporary Worker into the Employment Business, the Assignment of any Temporary Worker to the Client, or any Temporary Worker's negligence, misconduct, dishonesty, or lack of skills.

Employment Business shall not be liable or responsible for any loss or delay arising from or relating to the introduction of any Temporary Worker into the Employment Business, the Assignment of any Temporary Worker to the Client, or any Temporary Worker's negligence, misconduct, dishonesty, or lack of skills.

15.2 Subject to sub-Clause 15.1, the Client shall not in any circumstances (including but not limited to the loss of profits or a loss of business) be liable for any loss or damages suffered or incurred by the Client.

Employment Business shall not in any circumstances (including but not limited to the loss of profits or a loss of business) be liable for any loss or damages suffered or incurred by the Client.

15.3 Temporary Workers shall be under the direction and control of the Client during the Assignment and all acts or omissions (whether or not negligent or otherwise) which result in any loss or delay shall be the responsibility of the Client.

Employment Business shall not be liable for any loss or delay arising from or relating to the Assignment of any Temporary Worker (whether or not negligent or otherwise) which result in any loss or delay, provided that the Client is therefore responsible for any loss or delay arising from or relating to the Assignment of any Temporary Worker (whether or not negligent or otherwise) which result in any loss or delay.

15.4 For the avoidance of doubt, the Client shall not be liable for death or personal injury.

Employment Business does not exclude liability for death or personal injury arising from its own negligence or for fraud.

16. Indemnity

16.1 The Client shall indemnify and hold the Employment Business and the Temporary Worker harmless from and against any claim, loss, damage, proceedings, costs, or expenses incurred by the Employment Business or the Temporary Worker in connection with any matter of these Terms and Conditions and/or in connection with the Assignment.

Employment Business against any claim, loss, damage, proceedings, costs, or expenses incurred by the Client or the Temporary Worker in connection with any matter of these Terms and Conditions and/or in connection with the Assignment.

16.2 The indemnity set out in Clause 16.1 shall apply provided that in all cases the Client shall be reasonably possible of any claim, loss, damage, proceedings, costs, or expenses incurred by the Client or the Temporary Worker in connection with any matter of these Terms and Conditions and/or in connection with the Assignment.

Employment Business shall apply provided that in all cases the Client shall be reasonably possible of any claim, loss, damage, proceedings, costs, or expenses incurred by the Client or the Temporary Worker in connection with any matter of these Terms and Conditions and/or in connection with the Assignment.

16.2.1 Notify the Client as soon as reasonably possible of any claim, loss, damage, proceedings, costs, or expenses incurred by the Client or the Temporary Worker in connection with any matter of these Terms and Conditions and/or in connection with the Assignment.

Employment Business shall notify the Client as soon as reasonably possible of any claim, loss, damage, proceedings, costs, or expenses incurred by the Client or the Temporary Worker in connection with any matter of these Terms and Conditions and/or in connection with the Assignment.

16.2.2 Consult the Client as to any such claim, loss, damage, proceedings, costs, or expenses incurred by the Client or the Temporary Worker in connection with any matter of these Terms and Conditions and/or in connection with the Assignment.

Employment Business shall consult the Client as to any such claim, loss, damage, proceedings, costs, or expenses incurred by the Client or the Temporary Worker in connection with any matter of these Terms and Conditions and/or in connection with the Assignment.

16.2.3 Make no admission of liability or sum without the Client's written consent to be unconditionally satisfied.

Employment Business shall not be liable for the payment of any sum without the Client's written consent to be unconditionally satisfied.

¹ See the notes about Clause 14 in the Schedule.

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16.3 [Notwithstanding the above, under the indemnity set out in Clause 16, the total liability of the Client shall be limited to £<<insert sum>>.]

17. Termination

17.1 Subject to the remainder of Clause 17, the contract between the Parties shall continue in force until terminated by the Parties prior to the start of the Term.

17.2 The Client may terminate the Assignment prior to the end of the Term if it reasonably considers that the Temporary Worker is not performing satisfactorily. In the event that such termination takes place <<insert short period>> prior to the end of the Term, the Employer shall accordingly reduce or refund the Fees and other sums payable to the Temporary Worker concerned. The Employer shall have no obligation to refund any sums if the termination occurs <<insert short period>> prior to the end of the Term.

17.3 Either Party has the right to terminate the contract between the Parties immediately if the other Party:

17.3.1 has committed a material breach of these Terms and Conditions [or any other provisions of the contract] which breach is capable of remedy, in which case the right to terminate shall be exercisable if the other Party fails to remedy the breach within 14 days after a written notice to do so; or

17.3.2 goes into business liquidation (save for the purpose of an amalgamation or reconstruction) or is wound up or any part of its business is sold or transferred.

17.4 In the event of termination, all payments required under the contract and any other documents containing obligations shall become due and immediately payable by the Client.

17.5 Any and all obligations arising from the contract shall survive termination, either expressly or by their nature, until the completion or expiration of the Contract.

18. Force Majeure

Neither Party to these Terms shall be liable for any failure or delay in performing their obligations under the contract beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, Internet outage, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of war, pandemic, governmental action or any other similar event beyond the control of the Party in question.

19. Notices

19.1 All notices under the contract shall be in writing and be deemed duly given if delivered to, or by a duly authorised officer of the Party giving the notice to:

19.2 Notices shall be deemed to have been given: <<insert address>>
19.2.1 when delivered to the recipient by a courier or other messenger (including registered mail) during business hours of the recipient; or

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19.2.2 when sent, if
19.2.3 on the fifth
ordinary ma

and a return receipt is generated; or
g mailing, if mailed by national

19.3 All notices under the
recent address or e-r

s shall be addressed to the most
e other Party.

20. Severance

The Parties agree that, in t
and Conditions [or <<des
contract between the par
unenforceable, that / those
these Terms and Condition
<<describe any other doc
parties>>] shall be valid an

e of the provisions of these Terms
ents containing provisions of the
e unlawful, invalid or otherwise
hed severed from the remainder of
these Terms and Conditions [and
sions of the contract between the

21. No Waiver

The Parties agree that no
provision in these Terms
containing provisions of the
them shall constitute a wa
any other provision thereo
preceding or subsequent b

o enforce the performance of any
<<describe any other documents
parties>>] or the contract between
requently enforce that provision or
be deemed to be a waiver of any
stitute a continuing waiver.

22. Relationship

Nothing in these Terms
containing provisions of
partnership or agency or
relationship between the E

<<describe any other documents
the parties>>] shall create a
mployer and employee, or other
the Client.

23. Third Parties

No provision of these Ter
containing provisions of th
on or be enforceable by an
under the Contract (Rights
doubt the Temporary Work

<<describe any other documents
parties>>] shall confer any benefit
rty to these Terms and Conditions
999 including for the avoidance of

24. Dispute Resolution (Arbit

24.1 Where any dispute
between the Parties
arbitrator with appr
the particular disput

hese Terms and Conditions arises
ferred to the arbitration of a single
d practical experience to resolve

24.2 The arbitrator shall
shall be appointed
England and Wales

or, in the event of failure to agree,
time being of the Law Society of

24.3 The arbitration sh
accordance with the
of that Act for the tir

sert location>> and shall be in
any re-enactment or modification

24.4 The Parties shall p
requested by him
obligations of confid

bitrator all information reasonably
ar dispute, imposing appropriate

24.5 The Parties shall r
render his decision

use all reasonable endeavours to
ng his receipt of the information

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requested or if this is not practicable. The Parties shall cooperate to achieve this objective.

thereafter as may reasonably be practicable. The Parties shall cooperate with the arbitrator to achieve this objective.

24.6 The Parties shall share the costs of the arbitrator equally. The costs shall be apportioned between the Parties depending upon both Parties.

costs of the arbitrator equally. The costs shall be apportioned between the Parties depending upon both Parties.

24.7 [The Parties agree that the law of England and Wales shall apply to any application or appeal to the courts of law arising in the course of the arbitration.]

application or appeal to the courts of law arising in the course of the arbitration.]

25. Law and Jurisdiction

25.1 These Terms and Conditions shall prevail over any other documents containing provisions of the contract between the Parties (including any terms and conditions therefrom or associated with it) in accordance with, the law of England and Wales.

These Terms and Conditions shall prevail over any other documents containing provisions of the contract between the Parties (including any terms and conditions therefrom or associated with it) in accordance with, the law of England and Wales.

25.2 Any dispute, controversy or claim between the Parties relating to these Terms and Conditions or any provisions of the contract between the Parties (including any terms and conditions therefrom or associated with it) of England and Wales shall be referred to and determined by arbitration in accordance with the law of England and Wales.

Any dispute, controversy or claim between the Parties relating to these Terms and Conditions or any provisions of the contract between the Parties (including any terms and conditions therefrom or associated with it) of England and Wales shall be referred to and determined by arbitration in accordance with the law of England and Wales.

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Each Party's Privacy Notice
<<Attach a copy of each Party's Privacy Notice to this document as referenced in sub-Clause 14.3>>]

<<Attach a copy of each Party's Privacy Notice to this document as referenced in sub-Clause 14.3>>]

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