AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement.

1.2 **Definitions**

Agreement shall have the meaning in clause 2.2.

Annual Temporary Worker Fee shall be the weekly average Fees paid by the Client in respect of the Temporary Worker (calculated based on the Fees paid in respect of the Temporary Worker in the 12 months immediately prior) multiplied by 52.

Assignment has the meaning given in clause 4.1.

AWR 2010 the Agency Workers Regulations 2010 (SI 2010/93).

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Client shall mean the Client identified in the Quote.

Company shall mean Richardson Rail Services Ltd registered in England and Wales with company registration number 06095700, whose registered office address is 16 Lower Station Road, Billingshurst, West Sussex, RH14 9SX.

Conduct Regulations 2003 the Conduct of Employment Agencies and Employment Business Regulations 2003 (SI 2003/3319).

Contract Period shall have the meaning set out in the Quote.

Contracted Services shall have the meaning in clause 5.1.

End Client has the meaning given to it in clause 4.2.

Engage the employment of a Temporary Worker or engagement directly or indirectly through any employment business other than through the Company (whether for a definite or indefinite period) (including any engagement with an Intermediary) as a direct result of any Introduction or Assignment to the Client and the terms Engaged or Engagement shall be construed accordingly.

Enhanced Fees has the meaning given in clause 9.3.

Extended Assignment has the meaning given in clause 6.2.

Fees has the meaning given in clause 9.1.

Intermediary person, firm or corporate body whose officer, employee, worker or representative will carry out the Assignment as a Temporary Worker.

Introduce the provision to the Client of information by the Company which identifies the Worker or Intermediary (if any) and Introduction and Introduced shall be construed accordingly.

Introduction Fee has the meaning given in clause 6.1.

Location shall have the meaning set out in the Quote.

Other Qualifying Payments any remuneration payable to the Temporary Worker (other than their basic hourly rate), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2010).

Purchase Order means the purchase order or email confirmation provided by the Client confirming the Client's acceptance of the Quote (which incorporates the Terms and Conditions).

Qualifying Period means the 12-week qualifying period as defined in regulation 7 of the AWR 2010, subject to regulations 8 and 9 of the AWR 2010.

Qualifying Temporary Worker any Temporary Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010 and in particular has been provided to the Client for the Qualifying Period and in respect of whom the Company has complied with its obligations under this Agreement.

Quote the quote sent by the Company to the Client detailing the key information in respect of the Assignment, to which these Terms and Conditions are incorporated.

Relevant Period has the meaning given in regulation 10(5) and (6) of the Conduct Regulations 2003.

Relevant Terms and Conditions the relevant terms and conditions for any particular Qualifying Temporary Worker as defined in regulation 6 of the AWR 2010.

Screen carry out pre-vetting checks to in respect of training or certifications acquired, including those listed on the Sentinel system (if any).

Sponsored shall mean the Temporary Worker is either primary sponsored or sub-sponsored, in accordance with the Sentinel Scheme Rules, to enable the Temporary Worker to work on railway infrastructure.

Temporary Worker a Worker Introduced and supplied by the Company to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010.

Terms and Conditions shall have the meaning in clause 2.1.

Unsatisfactory Temporary Worker has the meaning given in clause 8.1.

VAT value added tax chargeable in the UK.

Vulnerable Person has the meaning given in regulation 2 of the Conduct Regulations 2003.

Worker an individual worker, or a worker who supplies their services through a company or other legal entity, as the case may be including any of the Company's own employees, workers or agency staff.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8 A reference to **this Agreement** or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied from time to time.

1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. AGREEMENT

2.1 These Terms and Conditions (**Terms and Conditions**) apply in respect of the Introduction and supply of Temporary Workers by the Company to the Client. No other agreement, contract, or terms provided by the Client shall take precedence and govern the relationship between the Company and the Client. Any conflicting or additional terms provided by the Client, whether signed, dated, or otherwise agreed, shall be considered null and void unless expressly agreed to in writing by a director of the Company.

2.2 Where the Client provides a Purchase Order, the parties shall be deemed to have entered into an agreement comprising of the provisions detailed in the Quote and those set out in these Terms and Conditions, together the "**Agreement**".

2.3 In the event of a conflict between the provisions detailed in these Terms and Conditions and those detailed in the Quote. The provisions in the Quote shall prevail.

2.4 The Client acknowledges that it has not relied upon any oral or written representation, promise, or assurance made by the Company or a Temporary Worker unless such representation is expressly included in this Agreement. Any implied terms, conditions, or warranties are excluded to the fullest extent permitted by law.

2.5 These Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose, or incorporate, or which are implied by law, trade, custom, practice or course of dealing.

2.6 Any Quote given by the Company is only valid for a period of 14 days from its date of issue.

3. COMPANY OBLIGATIONS

3.1 For the purposes of the Conduct Regulations 2003, the Company acts as an employment business in relation to the Introduction and supply of Temporary Workers pursuant to these Terms and Conditions.

3.2 The Company makes no guarantee that it shall be able to locate suitable Temporary Workers.

3.3 The Company shall Screen Workers or Intermediaries (as applicable) before Introducing them to the Client and shall Introduce to the Client only Temporary Workers and/or Intermediaries (as applicable) who meet the minimum criteria for the position agreed in the Quote, if any.

3.4 As part of the Screen process, the Company shall ensure that the Temporary Workers are Sponsored. It is the Client's responsibility to check that the Temporary Workers' Sponsorship is sufficient to enable it to provide the Contracted Services and will be compliant with all applicable laws and regulations.

3.5 The Company shall only supply Temporary Workers who have a right to work in the United Kingdom and the Company shall comply with the Immigration Asylum and Nationality Act 2006, the Immigration Act 2016 and other relevant UK legislation or equivalent legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.

3.6 Where a Worker is required by law or any professional body to have any qualifications, authorisations or certification to work on the Assignment or the Assignment involves working with any Vulnerable Persons, the Company shall take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations or certification and two references.

3.7 Prior to the commencement of the Assignment, the Company shall send the Client written confirmation of:

3.7.1 the identity of the Temporary Worker; and

3.7.2 the Temporary Worker's experience, training, qualifications and authorisations necessary for the Assignment.

3.8 The Company shall ensure that Temporary Workers are contractually obliged to comply with:

3.8.1 all relevant statutes, laws, regulations and codes of practice from time to time in force applicable to the performance of an Assignment and applicable to the Client's business;

3.8.2 the Client's health and safety policy whilst the Temporary Workers are on the Client's premises or any of the Client's customers' or suppliers' or agents' (direct or indirect) premises; and

3.8.3 a restriction not to disclose any confidential information of the Client or of any of the Client's customers or suppliers or agents (direct or indirect), which they may acquire during the course of the Assignment.

4. CLIENT'S OBLIGATIONS

4.1 When making a request for the provision of a Temporary Worker to perform certain services on its behalf (**Assignment**), the Client will give the Company details of:

4.1.1 the date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;

4.1.2 the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the Location, and the hours during which, the Temporary Worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks (including any PPE requirements);

4.1.3 the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Temporary Worker to possess in order to work in the position;

4.1.4 any expenses payable to the Worker; and

4.1.5 any information reasonably required by the Company in order for the Company to fulfil its obligations under the AWR 2010.

4.2 Where the Temporary Workers are to provide Contracted Services for the benefit of a client of the Client (**End Client**), the following provisions shall apply:

4.2.1 the Client warrants that it is permitted to use Temporary Workers in respect of the service provision to the End Client;

4.2.2 the Client agrees to provide the Company with all relevant details, specifications, and requirements of the End Client (as well as details of the End Client and the location for which the Contracted Services will be provided) together with any additional information necessary in connection with the Contracted Services, to enable the Company to provide all necessary information to the Temporary Workers, including any information which would be relevant to the Sponsorship of the Temporary Worker and comply with its obligations at law;

4.2.3 the Client shall not require the Temporary Worker to agree to any terms directly with the End Client, unless expressly agreed by the Company;

4.2.4 the Company shall not be liable to the End Client for the provision of Temporary Workers, except to the extent required by law or agreed in writing between the Company and the Client;

4.2.5 the Client shall indemnify and hold the Company harmless against any claims, liabilities, losses, damages, costs, or expenses arising from any act or omission of the Client or End Client in connection with the performance of the Contracted Services, including any breach of the Client's obligations under its agreement with the End Client;

4.2.6 payment of the Fees or Enhanced Fees shall be made by the Client to the Company in accordance with the payment terms set out in this Agreement, regardless of whether the Client has been paid by the End Client. The Client shall be responsible for resolving any disputes between the Client and the End Client, and such disputes shall not delay or affect the Company's right to payment of the Fees or Enhanced Fees;

4.2.7 in the event that the Client’s agreement with the End Client is terminated for any reason, the Client shall notify the Company in writing as soon as reasonably practicable, and the Company may terminate its performance under this Agreement without liability.

4.3 The Client shall:

4.3.1 ensure that all information it provides to the Company is true, up to date, accurate and not misleading;

4.3.2 keep the Company up to date with its intentions in relation to the Temporary Workers and the duration of the Assignment;

4.3.3 upon request of the Company, provide any information required in respect of the AWR 2010;

4.3.4 notify the Company if the Relevant Terms and Conditions change at any time during an Assignment;

4.3.5 be responsible (at its own expense) for ensuring the health and safety of the Temporary Worker during the Assignment, ensuring that all health and safety precautions, requirements, risk assessments and measures required including those required at the Location are up to date and complete (including but not limited to compliance with RAMs);

4.3.6 not require the Temporary Worker to undertake any work that is hazardous without the Company's express consent;

4.3.7 ensure that any equipment, vehicles or resources it provides for use by the Temporary Worker are compliant with laws regulation's and safety requirements;

4.3.8 ensure that during the provision of the Contracted Services, the Temporary Workers have access to suitable office accommodation and all facilities necessary to enable the Temporary Workers to carry out the Contracted Services;

4.3.9 ensure that during the provision of the Contracted Services, the Temporary Workers have access to and are able to use the canteen/kitchen, toilets, medical, and other facilities at the Location which are available for those employed or performing similar services for the Client;

4.3.10 ensure that during the provision of the Contracted Services, the Temporary Workers have access to all information and personnel of the Client (or End Client) which the Temporary Workers may reasonably require and which is necessary for the Contracted Services to be performed;

4.3.11 sign the time sheets provided and deliver two copies of the same to the Temporary Worker immediately thereafter within 14 days; and

4.3.12 ensure that any site-specific safety or procedural briefings required for the Contracted Services to be performed are provided to the Temporary Workers before the commencement of Contracted Services. The Company shall not be held liable for delays or additional costs arising from the Client's failure to provide timely and accurate information or access to necessary resources.

4.4 Where the Client requires a licence, permission or authorisation to engage a Temporary Worker, for the Temporary Worker to provide the Contracted Services, the Client has been deemed to hold all necessary licences permissions or authorisations, unless it has notified the Company otherwise.

5. CONTRACTED SERVICES

5.1 The Quote shall detail the services (**Contracted Services**) a Temporary Worker is to provide to the Client (or an End Client), in connection with the Assignment.

5.2 The Contracted Services shall be provided at the Location for the Contract Period.

5.3 The Company shall not exercise any supervision, direction or control over the Temporary Worker, in connection to the Contracted Services and the Client shall be solely responsible for allocating, controlling and supervising the Contracted Services.

5.4 Notwithstanding the Company's obligations at 3.4 and 3.6, the Company makes no warranties in respect of the Temporary Worker's technical or professional competence and it is the Client's responsibility to undertake any due diligence on the capabilities of the Temporary Worker and to satisfy itself of the competency of the Temporary Worker.

6. TEMPORARY TO PERMANENT

6.1 If, following the supply and/or Introduction of a Temporary Worker by the Company to the Client within the Relevant Period, the Client (or an End Client) Engages the Temporary Worker, the Client will pay the Company the "**Introduction Fee**" which shall be equal to 30% of the Annual Temporary Worker Fee.

6.2 The Introduction Fee will not be payable if the Client gives written notice to the Company that it or the End Client intends to continue the hire of the Temporary Worker for a further period of three months (**Extended Assignment**) before it Engages the Temporary Worker other than through the Company.

6.3 Where the Client decides (in accordance with clause 6.2) to have the Temporary Worker supplied by the Company for the Extended Assignment:

6.3.1 the Fees payable by the Client during the Extended Assignment shall be those applicable immediately before the Company received the Client's notice of election;

6.3.2 at the end of the Extended Assignment, the Client may Engage the Temporary Worker without paying the Introduction Fee; and

6.3.3 if the Client chooses an Extended Assignment but engages the Temporary Worker before the end of the Extended Assignment, the Introduction Fee may be charged by the Company, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.

7. CHANGES AND REPLACEMENTS

7.1 The Client shall notify the Company without delay if the Temporary Worker fails to attend or has notified the Client that it is unable to provide the Contracted Services in respect of an Assignment. In such case the Company will use reasonable endeavours to provide a replacement, the supply of which shall be as agreed between the parties.

7.2 The Company shall not be liable to the Client for loss suffered as a result of:

7.2.1 the Temporary Worker not providing the Contracted Services under an Assignment;

7.2.2 the Contracted Services being provided by a replacement provider.

7.3 Where either party require a change to the particulars detailed in the Quote, including but not limited to the details of the Contracted Hours, the Fees (or Enhanced Fees) or these Terms and Conditions, such change shall only be effective where the parties agree so in writing.

8. UNSATISFACTORY TEMPORARY WORKERS

8.1 The Client shall notify the Company immediately in writing, if it believes (acting reasonably) that any Temporary Worker is unsuitable for the Assignment (an **Unsatisfactory Temporary Worker**), or if it becomes aware of any matter that indicates that a Temporary Worker may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Temporary Worker ceases to have the appropriate skills, approvals or a right to work in the United Kingdom.

8.2 Where the Client notifies the Company of an Unsatisfactory Temporary Worker in accordance with clause 8.1 then the Company may provide replacement Temporary Workers. Where the Company does not provide replacement Temporary Workers, the Assignment shall terminate at the end of the day on which the Client notified the Company of the Unsatisfactory Temporary Worker, and Temporary Worker Fees shall be payable up to and including the date of such termination.

9. FEES AND VAT

9.1 The Client will pay the Company the Fees (or the Enhanced Fees, where applicable) in respect of Temporary Workers provided for the Contracted Services as agreed by the parties in writing (**Fees**).

9.2 The Fees (and/or Enhanced Fees) comprise the Temporary Worker's pay and holiday pay and include the Company's commission and employer's National Insurance contributions.

9.3 Enhanced Fees shall apply in place of the Fees when Contracted Services are provided during bank holidays or as otherwise detailed in the Quote. In addition, the Quote shall detail the additional scenarios in which the Enhanced Fees, shall apply in place of the Fees, under this Agreement.

9.4 When booking a Temporary Worker for an Assignment, the Company shall advise the Client in writing of the agreed Fees (and/or Enhanced Fees) for that Temporary Worker. The following conditions apply to the Fees (and Enhanced Fees):

9.4.1 the Client (or its duly appointed representative) shall during the Assignment sign a time sheet verifying the number of hours worked by the Temporary Worker during a particular week. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Company as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Company to enable the Company to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet or the failure to produce a time sheet does not absolve the Client of its obligation to pay the Fees in respect of the hours actually worked;

9.4.2 signature of a time sheets constitutes acceptance by the Client that the Contracted Services have been provided for the hours indicated on the time sheets;

9.4.3 the Client acknowledges that it shall not decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable or unsatisfactory work the provisions of clause 8 shall apply;

9.4.4 the Company shall submit all invoices together with the applicable signed time sheets verifying the number of hours worked by the Temporary Worker;

9.4.5 unless the Quote states otherwise, the Company shall invoice the Client weekly in arrears and invoices are payable within 7 days of receipt;

9.4.6 the Client shall notify of expenses payable to the Temporary Worker;

9.4.7 the Client shall not be required to pay Fees for any absences (for whatever reason) of a Temporary Worker; and

9.4.8 the Company shall not withhold any payment due to a Temporary Worker because of any failure by the Client to pay the Company.

9.5 Where applicable, the Company shall charge VAT to the Client, at the prevailing rate, after the Company has provided the Client with a VAT invoice.

9.6 If the Client fails to make a payment due to the Company under this Agreement by the due date, then the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 3% a year above the National Westminster Bank Plc's base rate from time to time, but at 3% a year for any period when that base rate is below 0% (or such higher rate as may be charged by statute (if applicable) should this Agreement not include this clause 9.6).

9.7 If the Client fails to pay any invoice on the due date, then without prejudice to any other remedy, the Company may (at its option) terminate the Agreement or suspend the provision of the Temporary Workers to the Client.

9.8 In the event the Company instructs a third party to enforce the recovery of any monies due to the Company under this Agreement, then, the Company shall be entitled to recover any such additional sums or costs incurred in relation to the recovery of such monies.

9.9 If the Client disputes any part of an invoice, they must notify the Company in writing within 5 days of the invoice date, providing full details of the dispute. The Client will still pay the undisputed portion of the invoice within the agreed payment terms. The disputed amount will be reviewed, and any resolution reached will be applied to subsequent invoices or credit notes.

9.10 If any invoice remains unpaid by the Client beyond 30 days of its due date, the Client will also be responsible for any costs or expenses incurred in the recovery of such overdue payments by the Company, including reasonable legal fees and collection agency costs.

9.11 The Client shall be responsible for and, within 7 days of receipt of an invoice, shall pay to the Company the travel, hotel, subsistence, and any other expenses incurred by the Temporary Workers, subject always to the Client approving such expenses in writing before they are incurred.

9.12 The Client acknowledges that unless a Quote states otherwise, the Client shall arrange for suitable parking and shall be responisble for parking expenses of the Temporary Workers during the provision by the Temporary Workers of the Contracted Services. In the event, the Client does not arrange this and a Parking Charge Notice or other fines is incurred, it shall be the responsibility of the Client to settle such sums.

9.13 The Client shall not be entitled to any refunds or rebates in relation to the Fees, Enhanced Fees or expenses and shall have no right of set off.

9.14 The Company shall be entitled to amend the Fees or Enhanced Fees, in accordance with clause 16.2 or to ensure compliance with applicable laws.

10. TERMINATION

10.1 The Agreement shall continue (unless terminated earlier in accordance with these Terms and Conditions) until the Assignment is complete (and all Fees due have been paid), at which point the Agreement shall automatically expire.

10.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

10.2.1 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

10.2.2 the other party is in material breach of the Agreement and, where such breach is capable of remedy, put right within thirty (30) days of receiving written notice from the other detailing the breach;

10.2.3 the other party is subject to an event of insolvency or inability to pay its debts, including bankruptcy, appointment of an administrator or receiver to manage all or part of the other's assets or being placed into liquidation (voluntary or compulsory), without providing notice.

10.3 Either party may terminate this Agreement at will, by providing at least 1 weeks notice, to the other party in writing.

10.4 The Company may terminate an Assignment at any time without prior notice and without liability on reasonable notice.

11. CONSEQUENCES OF TERMINATION AND SURVIVAL

11.1 Upon termination of the Agreement:

11.1.1 the Client shall immediately pay any monies due in connection with the Assignment (including Fees, Enhanced Fees and expenses incurred but not yet invoiced); and

11.1.2 each party shall promptly return or destroy (at the other party's election) all relevant data, documents, materials and other properties (including copies) of the other party in its control or possession.

11.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

11.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

12. ANNOUNCEMENTS

12.1 Neither party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent

of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

12.2 The Client shall not, and shall procure that any End Client shall not, upload or otherwise share any posts, content images or footage of or in relation to, the Company or any Temporary Worker on any social media platform, unless it has the express consent of the Company in writing.

12.3 The Company shall be entitled to upload or share any posts, content images or footage of or in relation to the Client and the End Client, unless the Client express states otherwise in writing.

13. AUDIT AND RECORD-KEEPING

13.1 The Company reserves the right to access any of the Client's relevant records as may be reasonably required in order to audit the Client's compliance with this Agreement and to enable it to verify the services provided by the Temporary Worker, by providing reasonable notice to the Client.

14. LIABILITY

14.1 Nothing in this Agreement shall limit either party's liability where it cannot be limited by law, including but not limited to any liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

14.2 Subject always to clause 14.1, the Company shall not be liable for any loss or damage suffered by the Client or an End Client, in respect of the Contracted Services provided by a Temporary Worker, including but not limited to any negligence, dishonesty, misconduct or lack of skill or competence of a Temporary Worker.

14.3 Subject always to clause 14.1, the Company's total liability under this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the Fees paid or payable under the Agreement in the 12 months prior to the date the claim arose.

14.4 Subject always to clause 14.1, the Company shall not be liable to the Client for any loss of turnover, profits, business, goodwill, business interruption, loss of data, or any indirect or consequential losses.

14.5 All warranties, conditions, or other terms implied by statute or common law are hereby expressly excluded.

14.6 The Client shall indemnify the Company against all liability, assessment or claim in respect of:

14.6.1 any failure to monitor or supervise the Temporary Worker during an Assignment or any failure to provide adequate and required health and safety measures at the Location or in connection with the Assignment including any act which may impact the Company's sponsorship obligations;

14.6.2 any failure, non-compliance or breach of these Terms and Conditions by the Client and/or the End Client;

14.6.3 any additional sums not included in the Fees such as National Insurance contributions, income tax or other liability to taxation the Company is required to pay as a result of the provision of Temporary Workers to the Client; and

14.6.4 liability or loss arising from any Temporary Worker having at any time claimed, or being held or deemed, to have been an employee of the Client under Chapter 10 of ITEPA 2003 or otherwise engaged directly by the Client, including against any liability arising from or in connection with any claim for wrongful or unfair dismissal or for a redundancy payment or under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

15. INSURANCE

15.1 The Client is responsible for ensuring that the Location and any other place where the Contracted Services are performed is adequately insured. The Client must also ensure that appropriate insurance is in place to cover any risks or liabilities that may arise during or as a result of the performance of the Contracted Services by the Temporary Workers, including but not limited to public liability insurance. The Company shall not be held liable for any uninsured risks or claims arising from the Client's failure to maintain such insurance or extending such insurances to cover the tasks undertaken by the Company.

16. QUALIFYING TEMPORARY WORKERS AND AWR 2010

16.1 Before a Temporary Worker starts an Assignment, the Company shall notify the Client if either:

16.1.1 the Temporary Worker is a Qualifying Temporary Worker in relation to the Assignment; or

16.1.2 the Temporary Worker will become a Qualifying Temporary Worker during the course of the Assignment, and

16.1.3 the Company shall advise the Client of the applicable Fees, including any Other Qualifying Payments which may be payable.

16.2 The Client acknowledges that where a Temporary Worker is a Qualifying Temporary Worker, the Company shall be entitled to increase the Fees to reflect any increased value which should accrue to a Qualifying Temporary Worker as a result of a change in the Relevant Terms and Conditions, and to ensure compliance with the AWR 2010 which may also require the Client to pay Other Qualifying Payments.

16.3 The Company shall and shall ensure that any Intermediary, subcontractor or other intermediary shall at all times comply with their obligations under the AWR 2010, including providing any Qualifying Temporary Worker with the Relevant Terms and Conditions in accordance with regulation 5 of the AWR 2010.

16.4 The Client shall at all times comply with its obligations under the AWR 2010, including providing any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulations 12 and 13 of the AWR 2010.

16.5 If either party receives an allegation that there has been a breach of the AWR 2010 in relation to the supply of a Temporary Worker to the Client by the Company (whether that allegation has been made as a request for information under regulation 16 of the AWR 2010 or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in responding to that allegation, which

shall include supplying any information which may be reasonably requested by the other party and complying with any reasonable requests in relation to the contents of any response.

16.6 In order to ensure compliance with the AWR 2010, the Company will within seven days of receiving a written request from the Client provide it with details of:

16.6.1 the number of Temporary Workers that it is currently supplying to the Client;

16.6.2 the parts of the Client's undertaking in which those Temporary Workers are working; and

16.6.3 the type of work those Temporary Workers are carrying out, together with any other information which the Client may reasonably request in relation to any payments made by the Company, its subcontractors or any other intermediaries to any Temporary Workers.

16.7 The Client will:

16.7.1 comply with all of the Company’s requests for information and any other requirements to enable the Company to comply with the AWR 2010; and

16.7.2 indemnify the Company against any liability, cost, claim, award or any other expense incurred by the Company arising out of a breach or alleged breach by the Client of its obligation in this clause 16 and/or the AWR 2010 and the provisions of this clause 16 shall survive termination of this Agreement.

17. CONFIDENTIALITY

17.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17.2.

17.2 Each party may disclose the other party's confidential information:

17.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17; and

17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

18. DATA PROTECTION

18.1 The following definitions apply in this clause 18:

Agreed Purposes: (a) monitoring and processing Fees and Enhanced Fees, expenses, time sheets and other financial management; (b) evaluation and review of the Contracted Services; (c) monitoring and ensuring compliance with applicable procedures, laws and regulations; and (d) any other reasonable purposes in connection with the Contracted Services.

Controller, **data controller**, **processor**, **data processor**, **data subject**, **personal data**, **processing** and **appropriate technical and organisational measures**: as set out in the Data Protection Legislation.
Data Discloser: shall have the meaning in clause 18.2.
Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended.
Data Recipient: shall have the meaning in clause 18.2.
Permitted Recipients: the parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement.
Shared Personal Data: the personal data to be shared between the parties under this Agreement. Shared Personal Data shall include contact, identification, financial, medical information (including some special category data), information relating to suitability, qualifications and experience, work records and absence information in relation to Temporary Workers.

18.2 This clause 18 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

18.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

18.4 Each party shall:

18.4.1 ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;

18.4.2 give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

18.4.3 process the Shared Personal Data only for the Agreed Purposes;

18.4.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

18.4.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;

18.4.6 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

18.4.7 not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection

Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

18.5 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

18.5.1 promptly inform the other party about the receipt of any data subject access request;

18.5.2 provide the other party with reasonable assistance in complying with any data subject access request;

18.5.3 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

18.5.4 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

18.5.5 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;

18.5.6 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and

18.5.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 18.

19. WARRANTIES AND UNDERTAKINGS

19.1 Each party warrants that it:

19.1.1 does and it shall comply with all relevant statutes, laws, regulations and codes of practice from time to time in force;

19.1.2 has full capacity and authority to enter into and perform this Agreement.

20. NON-SOLICITATION

The Client shall not either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this Agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the Company who has worked on the services provided under this Agreement at any time during the term of this Agreement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such executives of the Company.

21. NOTICES

21.1 With the exception of notices given by the Client pursuant to clause 10.4, which may be given by telephone, any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (a company) or its principal place of business (in any other case); or

21.1.2 sent by email to the address specified in the Quote.

21.2 Any notice shall be deemed to have been received:

21.2.1 if delivered by hand, at the time the notice is left at the proper address;

21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

21.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21.2.3, business hours means 9.00am to 4.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. GENERAL

22.1 **Assignment and Other Dealings:** Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party.

22.2 **Subcontracting**: The Company shall be entitled to subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

22.3 **No partnership or agency**: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party and each party confirms it is acting on its own behalf and not for the benefit of any other person.

22.4 **Variation:** Other than variations made in accordance with clause 16.2, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22.5 **Entire agreement:**

22.5.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

22.6 **Force Majeure:** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. For the avoidance of doubt, the Company shall not be in breach of its obligations under this Agreement if the Temporary Worker is unable to provide the Contracted Services due to an event beyond its reasonable control and nothing shall prevent the Client's obligation to pay for Contracted Services provided.

22.7 **Severance:**

22.7.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

22.7.2 If any provision or part-provision of this Agreement is deemed deleted under clause 22.7.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22.8 **Third Party Rights**: Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22.9 **Governing Law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22.10 **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.