

Blueberry Creative Consultants Limited
a company incorporated in England and Wales under company number 04379194
and whose registered office is at 77 Whitehall Park, London, England, N19 3TW ("Employment Business");

Standard Terms of Business

Supply of Contractor Services to Clients

1. Definition

1.1 In these Terms -

"Agency Worker" means the Representative who works temporarily for and under the supervision and direction of the Client and/or the End User, as is further defined within the AWR;

"Alternative Hire Period" means the period agreed within the Contractor Schedule;

"Assignment" means the period during which the Contractor renders the Services;

"AWR" means the Agency Workers Regulations 2010 (as amended);

"Candidate" means the person or company introduced by the Employment Business to the Client for an Engagement including, but not limited to, any officer or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of the Employment Business's own staff;

"Client" means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom the Employment Business supplies or introduces the Candidate and/or the Contractor;

"Client Group" means the Client, any corporate body of which the Client is a subsidiary (as defined by s. 1159 of the Companies Act 2006), any other subsidiary of such corporate body and any subsidiary of the Client;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

"Contractor" means the company who provide the Services;

"Contractor Schedule" means the schedule provided by the Employment Business to the Client confirming the details relating to the Assignment; "Data Controller" means "controller" in accordance with the General Data Protection Regulation (EU) 2016/;

"Data Protection Legislation" means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 2018; (b) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

"End User" means the company with whom the Client has an agreement and who is the recipient of the Services;

"Engagement" means the engagement, employment or use of the Candidate and/or the Contractor by the Client, by the Client Group or by any third party to whom or to which the Candidate and/or the Contractor was introduced by the Client (whether with or without the Employment Business's knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or through any other engagement directly or through a limited company of which the Candidate is an officer or employee or through a limited liability partnership of which the Candidate and/or the Contractor is a member or employee; or indirectly through another employment business or company which holds itself out as such and "Engages" and "Engaged" will be construed accordingly;

"Introduced" means -

a) the Client's interview of a Candidate in person or by telephone or by any other audio or visual means; or

b) the passing to the Client of a curriculum vitae or information about the Candidate;

whichever is earlier and "Introduces" and "Introduction" will be construed accordingly;

"Off-Payroll" means amendments to Chapter 8; and Chapter 10, Part 2 of Income Tax (Earnings and Pensions) Act 2003;

"Opted-Out" means the notice given by the Contractor and the Representative in accordance with regulation 32(9) of the Conduct Regulations; "Personal Data" means as set out in, and will be interpreted in accordance with Data Protection Legislation;

“Personal Data Breach” means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate and, where applicable, to any Representative;

“Process” means as set out in, and will be interpreted in accordance with Data Protection Legislation and “Processed” and “Processing” will be construed accordingly;

“Qualifying Period” means as defined within regulation 7 of the AWR;

“Quarantine Period” means the “relevant period” as set out within regulation 10(5) of the Conduct Regulations, or the period stated within the Contractor Schedule where the Contractor has Opted-Out of the Conduct Regulations. Where the “relevant period” as set out in regulation 10(5) applies this means whichever ends the later of (a) the period of 8 weeks commencing on the day after the last day on which the Contractor worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Contractor worked for the Client having been supplied by the Employment Business or 14 weeks from the first day of the most recent Engagement where there has been a break of more than 6 weeks (42 days) since any previous Engagement;

“Remuneration” means basic salary, shift or weighting allowances, guaranteed and/or anticipated bonus and commission earnings, car allowance and any other benefit or allowance;

“Representative” means employee, officer or representative of the Contractor, specified in the Contractor Schedule who renders the Services on behalf of the Contractor;

“Services” means the services to be performed by the Representative on behalf of the Contractor pursuant to these Terms, as described in the Contractor Schedule;

“Terms” means these terms of business and will include any Contractor Schedule issued pursuant to these terms of business; and

“Transfer Fee” means the fee set out within the Contractor Schedule.

2. These Terms

- 2.1 These Terms are effective from date of issue to the Client and supersede all previous terms of business issued by the Employment Business.
- 2.2 These Terms will be deemed to be accepted by the Client and to apply by virtue of (a) the passing of information about a Candidate to the Client by the Employment Business or (b) an Introduction to the Client of, or the Engagement by the Client of, a Candidate or (c) the Client’s interview or request to interview a Candidate (including interview by video conferencing or by telephone) or (d) the signature by the Client on a timesheet relating to services provided by the Contractor or (e) the Client’s signature at the end of these Terms or (f) any other written, expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work as that for which the Introduction was originally effected.
- 2.3 These Terms contain the entire agreement between the parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous terms of business, agreement or any purchase conditions put forward by the Client.
- 2.4 For the purposes of these Terms, the Employment Business acts as an employment business as defined within the Conduct Regulations.
- 2.5 The Client authorises the Employment Business to act on its behalf in seeking Candidates and, if the Client so requests, will advertise for Candidates through such methods as are agreed with the Client.
- 2.6 Where there is a conflict of provisions between the main body of these terms of business and the Contractor Schedule, the main body of these terms of business will take precedence save where expressly provided for within the clauses herein or agreed as a variation set out within the Contractor Schedule.
- 2.7 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 2.8 Unless the context otherwise requires, references to the singular include the plural and feminine includes masculine and vice versa.

3. Client Obligations

- 3.1 The Client agrees to, and where applicable will ensure the End User will, be responsible for providing the working environment for the Representative and any necessary resources, tools and facilities, save where and to the extent the Client agrees that such resources are to be provided by the Contractor.
- 3.2 These Terms are personal to the Client and will not be assigned by it without the prior written consent of the Employment Business. For the avoidance of doubt, this restriction includes any assignment to any subsidiary, associated company or member of the Client’s group.
- 3.3 The Client undertakes to provide the Employment Business with details of any specific health and safety risks in relation to the Services and the Assignment, together with details of any steps taken to prevent or control such risks.
- 3.4 The Client shall ensure that the Representative works in a safe environment in accordance with a safe system of work. The Client agrees to indemnify and keep indemnified the Employment Business from and against all loss or liability suffered or incurred by the Employment Business as a result of any claim by the Contractor and/or the Representative arising out of any injury or damage to his/her person or property suffered in the course of performing the Services.
- 3.5 The Client undertakes to confirm in writing to the Employment Business –

- a) the date upon which the Candidate is required to commence the provision of the Services;
 - b) the expected duration of the Engagement;
 - c) the nature of and/or specifics of the services required to be provided by the Candidate;
 - d) the location/s the Candidate is expected to deliver the Services;
 - e) details of any applicable End User;
 - f) the number of hours/days and any specific time-keeping and recording requirements the Client expects of the Contractor;
 - g) any experience, training, qualifications, professional body authorisations that the Client, the law or professional body requires the Candidate to possess to provide the Services;
 - h) any expenses payable by or to the Candidate;
 - i) any site regulations, IT access/security/usage policies, health and safety procedures and any other procedures or policies the Client (or the End User) requires the Candidate to adhere to and will provide copies of any such policies/procedure to the Employment Business;
 - j) any health and safety risks and any steps taken to address those risks; and
 - k) whether Off-Payroll applies to it.
- 3.6 The Client undertakes to notify the Employment Business immediately of its, or of the Client Group's, or of the End User's, intention to –
- a) engage a Candidate Introduced by the Employment Business; or
 - b) extend the Assignment of the Representative or otherwise Engage directly or indirectly a Candidate/Representative Introduced and/or supplied via the Employment Business; or
 - c) engage a Candidate and/or a Representative on a permanent, contract or temporary basis or otherwise (including through another recruitment agency, employment business or limited company).
- 3.7 Where the AWR applies to the Assignment, the Client warrants that it will, from the start of the Assignment, provide Agency Worker with –
- a) information about relevant vacant posts with the Client, or with the End User where applicable; and
 - b) save where objectively justifiable, access to any and all collective facilities and amenities,
- in the same manner as if Agency Worker were a direct worker or employee of the Client, or of the End User where applicable.
- 3.8 Upon request from the Employment Business, the Client undertakes to provide (without delay) to the Employment Business accurate information about the working and employment conditions that are applicable to the Client (or applicable to the End User where relevant) whether by contract or by collective agreement or otherwise and shall include subsequent variations thereto, that relate to the Client's (or to the End User's) employees and direct workers including (without limitation) –
- a) the standard terms and conditions that apply to their employees and those that apply to their workers;
 - b) details relating to the application and calculation of, pay scales, bonuses, commission, overtime, shift allowance, unsocial hours allowance, hazardous duties, holiday pay, other related emoluments;
 - c) entitlements relating to annual leave, night work, rest periods, rest breaks;
 - d) benefits of monetary value including, without limitation, vouchers and stamps; and
 - e) any other information as may be required by the Employment Business to comply with the AWR.
- 3.9 Where the AWR applies to the Assignment, the Client agrees that it will, upon request from the Employment Business and without delay, provide accurate details relating to the working and employment conditions (as defined within regulation 5(2) and regulation 6 of the AWR) of the Client's (or of the End User's as is applicable) workers and/or employees who undertake the same or broadly similar work as that of Agency Worker during the Assignment.
- 3.10 Where the AWR applies to the Assignment and where applicable pursuant to information obtained under clause 3.9 above, the Client will, and where applicable will ensure that the End User will, apply the same or similar process as applied to assess Pay that is directly attributable to the amount or quality of the work done by Agency Worker. For the purposes of this clause "Pay" means as defined in regulation 6(2) of the AWR.
- 3.11 Where the AWR applies to the Assignment and Agency Worker is pregnant, the Client acknowledges and agrees that, following the Qualifying Period, the Client will, and where applicable will procure that the End User will, permit Agency Worker time off to attend ante-natal medical appointments and ante-natal classes.
- 3.12 Where the AWR applies to the Assignment, the Client acknowledges and agrees that, following the Qualifying Period and whereupon Agency Worker is unable to continue to provide some or all of the Services on maternity grounds due to reasons of health and safety, the Client will, and where applicable will procure that the End User will, undertake to make such reasonable adjustments as are necessary to allow Agency Worker to continue providing services for the duration of the Assignment. For the avoidance of doubt, such reasonable adjustments will include provision of alternative work on terms no less favourable than those applicable during the Assignment.
- 3.13 The Client undertakes and agrees to immediately notify the Employment Business where an Agency Worker has worked for the Client/End User in the same or similar role as the Assignment where, prior to the planned commencement of the Assignment, such role is within the Qualifying Period.
- 3.14 The Client warrants and undertakes that it will not, and where applicable will procure that the End User will not, seek to deny Agency Worker's entitlement to rights under the AWR by virtue of the structure of assignments and shall at all times comply with regulation 9 of the AWR.

- 3.15 Where Off-Payroll applies to the Client and the Services are in scope, the Client undertakes and agrees to assess the working practices of the Services to be provided during the Assignment and to provide the Employment Business with its status determination and the reasons for the decision in writing prior to the commencement of the Assignment and to comply with the statutory requirements to notify the Representative.
- 3.16 Where Off-Payroll applies to the Client or applies to the End User, the Client undertakes and agrees to provide any information reasonably requested at any time by the Employment Business promptly in order to assist the Employment Business to comply with Off-Payroll.
- 3.17 The Client undertakes and agrees to notify the Employment Business in the event of changes to information provided under clauses 3.15 or 3.16 that occur during the term of the Assignment.
- 3.18 The Client warrants and undertakes that all information it provides to the Employment Business under these Terms is true and accurate.
- 3.19 The Client warrants to comply with its statutory obligations to provide a status disagreement process and to use best endeavours to resolve status determination disagreements equitably.
- 3.20 The Client warrants to comply with its statutory obligation to, upon request by the Employment Business, confirm its size under Off-Payroll and where the Client has declared they are exempt from Off-Payroll, the Client further warrants that it will advise the Employment Business immediately in writing if it ceases to be exempt at any time.
- 3.21 The Client undertakes and agrees to notify the Employment Business where the client is based wholly overseas as defined under Off-Payroll.

4. Employment Business's Obligations

- 4.1 The Employment Business shall use reasonable endeavours to introduce Candidates to the Client who meet the Client's stated requirements.
- 4.2 Where the Employment Business and the Client have agreed that the Employment Business will supply the Client with the services of a particular Candidate, the Employment Business will give the Client a Contractor Schedule confirming the name of the Contractor and the Representative, the agreed pay rates/fees, duration of the Assignment, description of the Services, notice periods and any other relevant details communicated and agreed between the parties.
- 4.3 The Employment Business shall use reasonable endeavours to ensure that the Contractor and the Representative co-operates with the Client and use best endeavours to satisfy all the Client's reasonable and lawful requirements.
- 4.4 The Employment Business shall use reasonable endeavours to ensure that the Contractor enters into an agreement which contains an obligation on the Contractor and the Representative in consideration of fees paid to assign to the Employment Business (for onward assignment to the Client) or directly to the Client (as directed by the Client to the Employment Business), the Contractor's and the Representative's intellectual property rights of whatever nature and, if capable of registration, whether registered or not, in all documents or other material and data or other information and processes provided or created by the Contractor and the Representative in the provision of the Services.
- 4.5 The Employment Business shall use reasonable endeavours to ensure that the Contractor enters into an agreement which contains an obligation on the Contractor and the Representative to keep confidential all confidential information of the Client obtained during the Assignment. For the purposes of this clause 4.5, confidential information is confidential if it is clearly marked confidential or if the Client states it is confidential clearly in writing to the Representative.

5. Charges/Fees

- 5.1 The Client agrees to pay the Employment Business's charges for the Introduction of and for the services of the Contractors/Candidates which includes a service fee of 16% (percent) margin, unless otherwise set out in the relevant Contractor Schedule.
- 5.2 Signature by the Client (or by the End User where applicable) of timesheets or other verification of hours or days worked is confirmation of the amount of time worked by the Representative and of satisfaction with the Services provided. Failure to sign/authorise a timesheet or other verification of hours or days worked upon request by the Employment Business does not absolve the Client of its obligation to pay the charges for the Services provided by the Representative on behalf of the Contractor.
- 5.3 If the Client is unable to sign a timesheet (or other agreed method of verification of hours/days) produced for authentication by the Representative because the Client disputes the amount of time claimed, then the Client will notify the Employment Business within 2 working days from the presentation to the client of the claimed hours/days for verification and will co-operate fully and in a timely fashion with the Employment Business, including providing documentary evidence of the hours/days worked by the Representative, to enable the Employment Business to establish what periods of time, if any, the Representative worked.
- 5.4 With reference to clause 3.11, where such time off to attend ante-natal medical appointments and ante-natal classes falls within the normal working periods of Agency Worker during the Assignment, the Client agrees to pay the Employment Business's charges, in accordance with clause 5.1, for such periods whether by inclusion of such time on a timesheet or otherwise.
- 5.5 There are no refunds or rebates payable by the Employment Business to the Client (or to the Client Group or, for the avoidance of doubt, the End User) in respect of the Employment Business's charges.
- 5.6 The Client agrees to pay the Employment Business all reasonable business expenses incurred by the Contractor/Representative in the provision of the Services as agreed within the Contractor Schedule.

- 5.7 In the event notification in accordance with 3.15 is provided to the Employment Business after the commencement of the Assignment or in the event of information provided in accordance with clauses 3.16 and 3.17, the Client agrees and accepts that the Employment Business is entitled to vary its charge to the Client and nature of the Services in order to comply with Off-Payroll and has the right to terminate with immediate effect pursuant to Clause 7.8.
- 5.8 VAT will be payable in addition to charges/fees.
- 5.9 The Client acknowledges and agrees that the Employment Business may, upon notice, increase the charge rate set out in under clause 5.1 (or as set out in the relevant Contractor Schedule if applicable) in order to comply with the AWR or with Off-Payroll.
- 5.10 The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to the Employment Business under these Terms.

6. Invoices

- 6.1 The Employment Business will raise invoices weekly (unless otherwise specified in the Contractor Schedule) in respect of the charges payable and the Client agrees to pay such invoices within 14 days of the date of the invoice, unless otherwise specified in the Contractor Schedule.
- 6.2 All invoices will be deemed to be accepted in full by the Client unless the Client notifies the Employment Business in writing within 7 days of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Employment Business that it wishes to dispute part of an invoice, the Client agrees to pay the undisputed part of the invoice within the agreed payment terms and will co-operate fully with the Employment Business in order to resolve the dispute as quickly as possible.
- 6.3 The Employment Business reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (and as may be calculated using the calculator on the website: www.payontime.co.uk) from the due date until the date payment is received in cleared funds and to charge compensation and further recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2013.

7. Termination of Assignments

- 7.1 The Client may instruct the Employment Business, in writing, to end the Services of the Contractor immediately in the event of substantial non-performance or serious misconduct by the Contractor, provided that the Client provides detailed, written confirmation of the non-performance and/or misconduct.
- 7.2 The Employment Business may end any Assignment immediately by giving the Client notice in writing if the Client is in material breach of these Terms.
- 7.3 Either party may terminate the Assignment prior to the end of the Assignment by giving not less than 1 week's notice in writing, or such other period of notice as agreed and set out in the relevant Contractor Schedule.
- 7.4 When notice of termination of the Assignment is served by the Client, payment for each week of notice will be based on the specified hours/days agreed in the Contractor Schedule or actual hours worked by the Representative, whichever the greater. The Client agrees to make payment in accordance with clauses 5 and 6 above irrespective of whether or not the Contractor continues to provide the Services during this notice period.
- 7.5 In any event of termination of the Assignment pursuant to clause 7.1 above, the Employment Business shall use reasonable endeavours to provide an alternative Contractor and/or Representative within 14 days that in the reasonable opinion of the Employment Business is suitable to provide the Services.
- 7.6 These Terms may be terminated by either party by giving to the other immediate notice in the event that either the Employment Business or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Employment Business has reasonable grounds to believe the Client will not pay the Employment Business's invoice within the payment terms agreed within clause 6.1.
- 7.7 The Contractor may substitute the named Representative in the Assignment Schedule with another suitably qualified and skilled substitute with reasonable notice at its absolute discretion, provided that the Services remained as detailed in the Assignment Schedule and no delay or reduction in quality shall occur.
- 7.8 The Employment Business may, at its absolute discretion and at any time, terminate the Assignment upon immediate notice where in the opinion of the Employment Business the Contractor and/or the Representative is no longer suitable to provide the Services, including suitability given Off Payroll status of Services.
- 7.9 Following termination (howsoever arising) of these Terms, the provisions contained within clauses 1, 2, 3.6, 3.8, 3.9, 3.10, 5.5, 5.6, 5.10, 6, 8, 9, 10, 11, 12, 13, 14 and 15 will continue in full force and effect.

8. Engagement of Representatives by the Client or Third Parties

- 8.1 Subject to clause 9.1, the Client agrees that when the Client or the Client Group or the End User -
- a) employs a Representative or
 - b) engages a Representative, other than through the Employment Business,
- either during the Assignment or within the Quarantine Period, or at any time following the initial introduction the Client agrees to notify the Employment Business of that Engagement and agrees to pay the Employment Business the Transfer Fee stated in the Contractor Schedule irrespective of the planned duration of the Engagement. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

- 8.2 Subject to clause 9.2, where there has been an Introduction of a Candidate to the Client which does not immediately result in the supply of the services of that Candidate by the Employment Business to the Client, but which later leads to an Engagement of Candidate by the Client or by the Client Group or by the End User (howsoever arising) within 12 months from the date of Introduction, the Client agrees to notify the Employment Business of that Engagement and agrees to pay the Transfer Fee in accordance with clause 8.1 above. VAT, where applicable, is payable in addition to any fee due.
- 8.3 All Introductions are confidential. If the Client passes details of a Candidate and/or the Contractor and/or the Representative to any third party (including, for the avoidance of doubt, the Client Group or the End User) resulting in the Engagement of that Candidate and/or the Contractor and/or the Representative, then the Client agrees to pay the Transfer Fee. VAT, where applicable, is payable in addition to any fee due.
- 8.4 The Client acknowledges and agrees that where it fails to notify the Employment Business of the actual Remuneration/fees it (or where applicable, the Client Group or the End User) intends to (directly or indirectly) pay the Candidate/Representative, the Employment Business will be entitled to calculate the Transfer Fee based on comparable market rates for similar roles.
- 8.5 For the avoidance of doubt, no refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

9. Alternative Hire Period

- 9.1 Where the Conduct Regulations apply, as an alternative to the Transfer Fee agreed in clause 8.1 the Client may provide the Employment Business with written notice in accordance with clause 7.3 above and to require the Employment Business to supply the services of the Representative to the Client for a further period set out as the Alternative Hire Period within the Contractor Schedule, during which period the Client will pay the charges agreed pursuant to clause 5.1 above.
- 9.2 Where the Conduct Regulations apply, as an alternative to the Transfer Fee agreed in clause 8.2, the Client may provide the Employment Business with 1 week's written notice to require the Employment Business to supply the services of the Candidate to the Client for the Alternative Hire Period agreed in the Contractor Schedule, during which period the Client agrees to pay the charges agreed pursuant to clause 5.1 above or where none agreed, pursuant to market rate in the sole opinion of the Employment Business.
- 9.3 Upon completion of the entire duration of Alternative Hire Period and the payment in full of invoices relating thereto, the Client may engage with the Candidate/Representative directly or indirectly without any additional payment to the Employment Business.
- 9.4 Where the Client does not give such notice as required within clauses 9.1 and 9.2 above before the Candidate/Representative is Engaged, the Client acknowledges and agrees that Transfer Fee will become due in full to the Employment Business.
- 9.5 Pursuant to clauses 9.1 and 9.2 above, a Contractor Schedule will be issued by the Employment Business and these Terms will continue in full force and effect during the Alternative Hire Period.
- 9.6 In the event the Candidate/Representative ceases to provide services for whatever reason during the Alternative Hire Period, the Client acknowledges and agrees that the Transfer Fee will become due, minus the portion directly relating to the gross profit of the Employment Business paid by the Client to the Employment Business during the period of the Alternative Hire Period that the Candidate/Representative completed.
- 9.7 For the avoidance of doubt, there will be no refund of any fees or charges paid by the Client to the Employment Business in relation to the Alternative Hire Period and/or Transfer Fee.

10. Data Protection

- 10.1 For the purposes of this clause 10 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, the Data Subject includes the Candidate and the Representative.
- 10.2 The parties hereto acknowledge that the Employment Business is a Data Controller in respect of the Personal Data of the Candidate/Representative and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 10.3 The parties hereto acknowledge that the Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 10.4 The parties hereto agree that the Representative is not the Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within a Contractor Schedule and subject to additional terms and conditions.
- 10.5 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, the Employment Business or by the Candidate or the Representative, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 10.6 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 10.7 The Client will –
- a) comply with the instruction of the Employment Business as regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by the Employment Business, the Client will set out their legal basis for the request of such data and accept that the Employment Business may refuse

to share/transfer such Personal Data where, in the reasonable opinion of the Employment Business, it does not comply with its obligations in accordance with Data Protection Legislation;

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

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

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

a) investigate and defend any claim or regulatory investigation;

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

c) prevent future breaches.

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

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

10.11 The Client agrees it will only Process Personal Data of the Candidate or of the Representative for the agreed purpose of provision of the Services pursuant to these Terms.

10.12 The Client will provide evidence of compliance with clause 10 upon request from the Employment Business.

11. Liability

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

11.2 All Contractors are engaged under contracts for services. They are not the employees of the Employment Business.

11.3 The Client will comply, and will procure that the End User will comply, in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate public liability insurance in respect of the Representative where appropriate. The Client agrees to allow and reasonably assist the Employment Business in complying with its legal obligations regarding the introduction of the Candidate/s and supply of the Services by the Contractor/s.

11.4 The Employment Business is providing resourcing services comprising of sourcing, introduction of the Candidates and payment of fees to the Contractor in relation to the Services performed by the Representative and accordingly, the Employment Business does not accept any liability, howsoever arising, for the quality of services provided by the Representative and the Contractor, save for death or personal injury caused by the Employment Business's direct negligence.

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

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

b) any special, indirect or consequential losses;

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

12. Indemnity

12.1 The Client agrees to indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred directly or indirectly by the Employment Business arising out of or in connection with these Terms including (without limitation) as a result of:

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

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

13. General

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

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

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

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

- 13.5 Without prejudice to clause 2.2, whereupon these Terms and/or the Contractor Schedule/s are executed by the signature of duly authorised representatives of the parties this forms a binding agreement and will supersede all previous agreements or representations whether written or oral including without limitation the Client's terms and conditions, purchase order or other Client documents with respect to the provision of services set out herein provided by the Employment Business. These Terms may not be modified or amended except in writing and signed by a duly authorised representative of the Employment Business.
- 13.6 The parties acknowledge that AWR, Conduct Regulations and Off-Payroll are not inter dependent and their applicability to the Assignment does not determine supervision, direction or control by the Client.

14. Notices

- 14.1 Any notice required to be given under these Terms will be delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms)
- 14.2 Notices in connection with these Terms will be deemed to have been given and served,
- a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery;
 - b) if sent by facsimile or by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the authorised recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or
 - c) if sent by prepaid first-class post, 48 hours from the time of posting.
- For the avoidance of doubt and for the purpose of this clause 14.2, a "business day" will mean any day excluding Saturday, Sunday and public holidays.

15. Governing Law

- 15.1 These Terms shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Contractor Schedule

Client Information	
Client Company Name	
Client Company Registered Address	
Client Company Registration Number	
Location/s where the Services are to be delivered	TBC by Contractor and Client
Client hiring/line manager	
Contact Number for Client hiring/line manager	
Invoicing Address	
Contractor Services Information	
Name of Contractor	Name of the Contractor Company
Representative of Contractor	Name of the Individual performing the Services
Description of the Services	The Services to be undertaken
Off-Payroll applicable to Client	ie Not applicable or Applicable
Off-Payroll status of the Assignment	ie Note applicable to Client (or) Freelance/Outside IR35 (or) PAYE/Inside IR35 where PAYE and NICs deductions will be made by the Employment Business to payments made to the Contractor.
Production Name	
Start of Assignment	
End of Assignment	
Pencils / General Notes	
Mandatory qualifications experience, training, professional body authorisations	
Specific hours/days/timekeeping requirements	
Kit Requirements	Kit Required: Kit to be provided by: (Client / Talent)
Notice period for the Client to terminate the Assignment	1 weeks notice
Notice period for the Employment Business to terminate the Assignment	1 weeks notice
Contractor Opted-Out	Opted Out (or) Not Opted Out
Specific Insurance Requirement	As required to cover the warranties and obligations within this Agreement.
Charges Information	
Employment Business Charge – standard hours	Basic Pay Rate: Daily rate of (Daily Rate)
Employment Business Charge – overtime and non-standard hours	Basic Overtime Rate: (Overtime rate) per hour Weekends and Bank Holidays will be charged at time and a half
Additional fees / Agreed expenses	Additional agreed expenses, kit hire charges, or additional fees paid where agreed in writing (including email) by the client's employee.
PO Number	
Transfer Fee	20% of base annual salary (or annualised contractor charge rate) during the first 12 months of the Engagement or, if the actual amount of base annual salary is not known, the Charges multiplied by: a. 20 where hourly rates have been agreed b. 53 where daily rates have been agreed c. 10.5 where weekly rates have been agreed
Alternative Hire Period	12 months
Invoicing frequency	Weekly

Payment terms	14 days from the date stated on the invoice Please do check with your accounts department that this can be adhered to.
Invoicing Information	
Invoice Address	
Invoice Email	
Invoice Contact	
General Information	
Terms and Conditions applicable	Agreement For The Engagement And Provision Of Services
Additional Terms/Conditions Applicable	None
Agreed variations to Terms and Conditions	No variations agreed If there is a conflict between the Terms and Conditions stated above and the Assignment Schedule, the Assignment Schedule will take precedence.