

These terms and conditions apply in relation to any recruitment services or subcontracted construction services provided by GJL Talent Ltd (Company No. 13670169) a company incorporated in England and Wales whose registered office is Lake View House, Tournament Fields, Warwick, West Midlands, CV34 6RG (the "Company") to any client (the "Client"). It is agreed as follows:

(A) The Company is in the business of sourcing, introducing and supplying the services of temporary workers and independent service providers to fulfil its clients' service requirements. Such service providers are engaged on several different bases depending on the nature of the work they do and the basis upon which they have chosen to operate. These terms cover supply of services, via the Company, by the following types of temporary personnel and businesses:

- (a) PAYE temps engaged and paid by the Company;
- (b) Individuals working through a personal service company;
- (c) CIS Subcontractors.

(B) The Company will arrange for the Services to be provided to the Client in accordance with the terms of this Agreement.

(C) This Agreement is a framework agreement, the terms of which shall apply to any and each Assignment agreed between the parties.

(D) These terms shall apply wherever the Client requires construction related services to be supplied on a subcontracted basis and which are subject to the Construction Industry Scheme ("CIS").

(E) Certain terms in this Agreement will or will not apply depending on whether the Conduct Regulations apply or not as set out in clause 16. PSC Contractors, CIS Subcontractors and any Contractors whose manner of work does not involve supervision, direction or control by any person, represent that they supply their services on an independent business to business basis and do not regard themselves as working for and under the control of the Client or any End User.

(F) In relation to the supply of individuals who do not operate on an independent service provider basis, the Company acts as an "employment business" for the purposes of the Employment Agencies Act 1973, the definition of employment business set out in the Employment Agencies Act 1973 being very wide and covering a wide range of service providers.

2. Definitions and interpretation

2.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means the agreement between the Company and the Client comprising the terms set out in this document and including details of each Assignment and each CIS Subcontract (where relevant).

"Assignment" means the work to be performed by a Contractor for the Client for a period as agreed between the parties.

"AWR" means the Agency Workers Regulations 2010.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Candidate" means a person introduced to the Client by the Company for an Assignment.

"Charges" means the hourly or other project based charge agreed between the Company and the Client for the Services under an Assignment or CIS Subcontract (as appropriate); "Charge Rates" shall be construed accordingly.

"CIS Subcontractor" means a person who supplies the services of one or more subcontractor(s) to carry out construction activities as defined in s.74 of the Finance Act 2004 and who pays such construction subcontractor(s) in accordance with the Construction Industry Scheme; "CIS" shall be construed accordingly.

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

"Company's Group" means the Company, any body corporate of which the Company is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Company. "Conduct Regulations" means The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Contractor" means the individual assigned to the performance of the Services and any substitute pursuant to clause 6. Where the individual "Contractor" supplies his/her services via a legal entity such as a personal service company or other contractual intermediary references to "Contractor" shall include the legal entity through which the Contractor's services are supplied (but shall not include the Company or any CIS Subcontractor).

"Conversion Fee" means 250 times the hourly Charge Rate (or pro-rated equivalent hourly rate if Charge Rates are based on a period of more than an hour), subject to a minimum fee of £4000 or as otherwise agreed between the parties.

"Data Protection Laws" means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.

"End User" means any client or customer of the Client for whom, or at whose premises, the Services are performed under this Agreement.

"Engagement" means the Client's direct or indirect via any person other than the Company:

- (a) engagement or employment of:
 - (i) the Contractor;
 - (ii) the Supplier; or
 - (iii) any individual, such as the Contractor or their substitute, engaged through the Company and/or the Supplier; or
 - (iv) any CIS Subcontractor (including any individual who works on an Assignment under a CIS Subcontract)
- (b) other arrangement for any of the persons in (a)(i), (ii), (iii) or (iv) above to provide services to the Client or any member of the Client's Group or an End User;

"Extended Hire Period" means an aggregate period of service provision of 26 weeks (excluding, for the avoidance of doubt, any period during which services are not provided).

"Force Majeure" means any cause preventing a party from performing any or all its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected.

"Good Industry Practice" means the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a suitably skilled and experienced person engaged in the same type of services as the Services, applying the best standards currently generally applied in the relevant industry.

"Hire Period" means an aggregate period of service provision of 26 weeks (excluding, for the avoidance of doubt, any period during which services are not provided).

"Introduction" means

- (a) the interview by the Client of:
 - (i) the Supplier; or
 - (ii) an employee, worker, officer or representative of the Supplier (including, for the avoidance of doubt, the Contractor or their substitute) in person, by telephone or by video link; or
 - (b) the passing by the Company to the Client of information which identifies or relates to any of the persons in (a)(i), (a)(ii) or (a)(iii) above, and the date of Introduction shall be whichever is the earlier of the interview or the passing of such information.

"Introduces" and "Introduced" shall have the corresponding meaning.

"Loss" means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims); the term "Losses" shall be construed accordingly.

"Opt Out" means a notice given by the Supplier and the Contractor in accordance with Regulation 32(9) of the Conduct Regulations of their agreement that the Conduct Regulations shall not apply in respect of the supply of the Services; the term "Opted Out" shall be construed accordingly.

"Charge Rate" means as agreed between the parties on an Assignment basis.

"Pensions Act" means the Pensions Act 2008.

"PSC Contractor" means an individual who controls and directs their own limited company through which they contract and offer their services.

"Relevant Period" means whichever of the following periods ends later:

(a) the period of 8 weeks commencing on the day after the day on which the Supplier and/or the Contractor last provided services to the Client via the Company (whether under this Agreement or otherwise); or

(b) the period of 14 weeks commencing on the first day on which the Supplier and/or the Contractor provided services to the Client pursuant to the most recent supply of the Supplier's and/or the Contractor's services to the Client by the Company (as adjusted in accordance with Regulation 10 of the Conduct Regulations to consider any break between supplies or 42 days or more).

"Services" means as agreed by the parties to be performed under an Assignment.

"Supplier" means (if applicable) an intermediary engaged by the Company to supply the services of the Contractor or (as appropriate) a CIS Subcontractor (including any individual working as a CIS Subcontractor).

2.2 Each term starting with a capital letter and not defined in clause 2.1 or elsewhere in this Agreement is as defined in the Assignment Schedule.

2.3 References to "Supplier" are relevant only if the Company engages the services of the Contractor via a contractual intermediary such as, without limitation, a personal service company, an umbrella company or a CIS subcontractor.

2.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after the date of this Agreement) under it from time to time.

2.5 Where the context permits, words denoting:

- (a) persons shall include bodies corporate and unincorporated associations of persons;
- (b) the singular includes the plural and vice versa; and
- (c) one gender shall include any gender.

2.6 These terms apply (and shall be deemed to be accepted by the Client) as from the earlier of the date on which the Company First Introduces a Candidate to the Client or the Client first issuing an Assignment specification to the Company, and shall apply thereafter in relation to each subsequent Introduction and/or Assignment specification and to each Assignment agreed between the parties hereunder. In the event of any conflict or inconsistency between an Assignment and the terms in this main agreement the terms of the relevant Assignment shall take precedence.

2.7 Without prejudice or limitation to clause 8, the Company's Standard Terms of Business for Introducing Candidates for Direct Engagement shall apply where the Client decides to engage a candidate on a direct basis which is not immediately preceded by a period of use of the services of such candidate on a temporary assignment basis.

3. The Company's obligations

3.1 The Company will use its reasonable endeavours to ensure that Contractors will each:

- (a) comply with the Client's reasonable requirements as may be notified by the Client to the Company from time to time;
- (b) comply with all relevant Client regulations, policies and protocols as notified by the Client to the Company from time to time, including on health and safety, security and Standard Terms & Conditions for the Supply of Services of Temporary Contractors and CIS subcontractors by GJL Talent Ltd.
- (c) provide a suitable substitute contractor when the Contractor is incapacitated, unavailable or otherwise unwilling to provide the Services.

3.2 The Company will require the Contractor to confirm that the Contractor:

- (a) has valid and subsisting leave to enter and remain in the United Kingdom for the duration of the relevant Assignment and Agreement; and
- (b) is not (in relation to the leave in clause 3.2(a)) subject to any conditions which may preclude or have an adverse effect on the provision of the Services.

3.3 The Company will supply to the Client confirmation of the following:

- (a) the identity of the Contractor and (where appropriate) the Supplier;
- (b) that the Contractor has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body, to perform the Services; and
- (c) that the Contractor is willing to provide the Services.

4. The Client's obligations

4.1 The Client warrants and confirms that it has (or will, when issuing each Assignment request to the Company, have) given to the Company sufficient information for the Company properly to consider the suitability of the Candidate to supply the Services, including but not limited to:

- (a) the identity of the Client (and any End User) and, if applicable, the nature of the Client's business;
- (b) the date on which the Client requires provision of the Services to commence and the duration or likely duration of provision of the Services;
- (c) details of the Services including, but not limited to, the type of work, the location at which and the hours during which the Services are to be provided, any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
- (d) the experience, training, qualifications and any authorisations which the Client considers are necessary, or which are required by law or by any professional body for the Contractor to possess to provide the Services;
- (e) any specific risks to health and safety in relation to the Location(s) or specific experience required for a person to work at the Location(s);
- (f) any expenses payable by or to the Contractor; and
- (g) details of whether the way the Services will be provided will be subject to (or to a right of) supervision, direction or control by the Client or any End User.

4.2 The Client shall:

- (a) carry out risk assessments of the Services to be undertaken and notify the Company and the Contractor and any Supplier immediately of any specific or potential hazards relating to the Assignment and any precautions the Contractor and any Supplier should take in relation to such risks;
- (b) not allow the Contractor to undertake any work that is hazardous without first undertaking a risk assessment and notifying the Company and the Contractor of any risks identified;
- (c) if applicable, make clear to the Company and the Contractor what health and safety, site and security policies, procedures and regulations apply in respect of the Location(s);

(d) check and sign or electronically verify timesheets (in a form approved by the Company) verifying the number of hours worked by the Contractor and evidencing satisfactory performance of the Services by the Contractor;

(e) assist the Company in complying with the Company's duties under the Working Time Regulations by supplying any relevant information about an Assignment requested by the Company and the Client will not do anything to cause the Company to be in breach of its obligations under such Regulations. Where the Client requires the Services to be performed by a Contractor for more than 48 hours in any week the Client will notify the Company of this requirement before the commencement of that week;

(f) where the Client has confirmed that the Assignment will not be subject to supervision, direction or control of the Client, allow the Contractor to determine generally how the Services should be supplied;

(g) notify the Company immediately if it is dissatisfied with the performance by the Contractor of the Services (in which case the provisions of clause 7 shall apply), and, for the avoidance of doubt, the Client has no authority to discipline any Contractor or to terminate the provision of the Services via any Supplier or Contractor;

(h) (without limitation to the above) not commit any act or omission constituting unlawful discrimination or harassment of any Contractor;

(i) in respect of any confirmation provided pursuant to clause 4.1(g), update the Company on a timely basis if the nature of the Services changes or is likely to change such that the Client and/or End User will need to exert some supervision, direction or control over the manner in which the Services are provided; and

(j) provide the Company, on a timely basis, with such information as the Company shall reasonably request from the Client to enable the Company to comply with or otherwise to evidence its and/or the Client's compliance with the AWR.

5. Charge Rates and Payment of Company Invoices

5.1 The Company will be entitled to issue invoices in respect of the Services supplied during the relevant invoicing period (being calculated as a multiple of the number of hours to the nearest quarter of an hour during which the Services have been provided and the relevant Charge Rate).

5.2 The Charge Rate comprises all costs relating to the payment of Contractors for the Services plus the Company's commission which is calculated as a percentage of the Contractor's hourly rate. Contractor pay rates are calculated to include the following to ensure that the Charge Rate is sufficient to enable the Company or the Supplier (as appropriate) to pay the Contractor:

- (a) an amount equal to any paid annual leave to which the Contractor is entitled under the Working Time Regulations 1998 and, where applicable, the AWR;
- (b) any amounts to which the Contractor is entitled under the AWR;
- (c) employer's National Insurance contributions;
- (d) any expenses the Client agrees to cover;
- (e) any bonus or completion payment the Client decides to pay in respect of the Services provided by a Contractor.

5.3 All Charge Rates shall, as a minimum, be sufficient to cover the cost of paying Contractors at a rate at least equal to or more than the National Living Wage.

5.4 Unless otherwise agreed in writing, the Company shall be entitled to invoice the Charges to the Client on a weekly basis and such invoices shall be payable by the Client within 14 days of the date of invoice.

5.5 For the avoidance of doubt, in the calculation of the sums due to the Company in relation to Services performed by each Contractor a timesheet signed by a representative of the Client shall be conclusive evidence that the Services have been performed to the satisfaction of the Client at the times and for the total period set out in such timesheet. If the Client disputes the hours claimed, it shall inform the Company within 2 days of receipt of the disputed timesheet and in any event, no later than 5 days from the date of invoice, and shall cooperate with the Company to establish the hours worked by the Supplier/Contractor. Failure by the Client to sign any such timesheet does not absolve the Client from its obligation to pay the Company the fees for the Services in accordance with this clause 5.

5.6 The Company shall not be liable for fraudulent timesheets submitted by or on behalf of a Contractor.

5.7 Unless otherwise agreed in writing by a director of the Company, the Company will not be obliged to make any rebates or refunds of fees or other sums payable to the Company by the Client.

5.8 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law. The Client shall not be entitled to assert any credit, set-off or counterclaim against the Company to justify withholding payment of any such amount in whole or in part.

5.9 Unless otherwise agreed by the Company, all payments due to it under this Agreement shall be paid by direct bank transfer to the Company's bank account.

5.10 The Company shall apply and charge the Client interest on any overdue amount in accordance with the Late Payment of Commercial Debt (Interest) Act 1998.

5.11 All amounts payable under this Agreement (including, for the avoidance of doubt, those under clause 8) are exclusive of value added tax and any other like taxes applicable to a Location(s), which shall be payable by the Client at the rate prevailing at the time and accounted to the relevant taxation authority by the Company.

5.12 The Client acknowledges that the Charges are based on the total cost of supply of supplying the Services plus the Company's recruitment services fee. The Company reserves the right to increase the Charge Rates to consider any statutory or other legal change, including, without limitation, the AWR and the Pensions Act, which leads to an increase in a Contractor's statutory and/or legal entitlements resulting in an increase in the cost of supply for the Company and/or a Supplier. The Company shall give the Client 20 Business Days written notice of any such increase to Charge Rates.

6. Payment of Contractors

6.1 The Company assumes responsibility for paying Contractors who are engaged or employed directly by the Company as PAYE temps and in respect of whom payment of PAYE income Tax and National Insurance Contributions are made pursuant to sections 44 to 47 of the Income Tax (Earnings and Pensions) Act 2003.

6.2 Where Contractors provide their services via a Supplier the Company will ensure that a contractual obligation for the Supplier to comply with the operation of statutory deductions is passed on as appropriate.

7. Unavailability of a Contractor and Substitution

7.1 The Company shall be entitled from time to time, without prejudice to the other terms of this Agreement, to offer the Client a suitably qualified, skilled and experienced substitute Contractor.

7.2 If within 24 hours of the relevant Start Date a Contractor or Supplier fails in the reasonable opinion of the Client to perform the relevant Services satisfactorily, the Client shall notify the Company in writing to that effect and the Company will use its reasonable endeavours to procure that a suitable substitute Supplier or Contractor is available to perform the Services as soon as possible. If no such substitute is available within 2 Business Days after receipt by the Company of the Client's written notification of unsatisfactory performance, then the Client may terminate the relevant Assignment by written notice in accordance with clause 9.

7.3 The Company shall notify the Client if it receives or otherwise obtains information which gives the Company reasonable grounds to believe that a

Contractor is unsuitable for the Assignment and shall be entitled to terminate the Assignment by notice to the Client with immediate effect and without liability. Notwithstanding, the Client shall remain liable for all charges incurred prior to the termination of Assignment.

7.4 The Client shall notify the Company immediately and without delay and in any event within 24 hours if a Contractor fails to attend work.

8. Transfer Provisions

8.1 and 8.2 apply only if the Conduct Regulations do not apply

8.1 For the purposes of:

(a) clause 8 a "Deemed Introduction" will occur where the Client, any member of the Client's Group or any End User with whom the Contractor had material contact within the 6 months prior to any engagement of that Contractor by such person, or any third party (including any client of the Client any employment business or other person) to whom the Client introduces that Contractor (a "Client Third Party Contact"), directly or indirectly (other than through the Company);

(i) employs or otherwise engages that Contractor to carry out the services identical or similar to or related to the Services; or

(ii) otherwise decides so that Contractor provides services which are similar, identical or related to the Services for either the Client, any member of the Client's Group, an End User, Client Contact or a Client Third Party Contact.

(b) clause 8 "Restricted Period" means during the term of the relevant Assignment and the period during and within 26 weeks from the date on which the Supplier and/or Contractor last worked on an Assignment via the Company for the Client.

(c) Sub clauses 8.1, 8.2, 8.3, 8.6 and 8.7 the term "Contractor" shall include a CIS Subcontractor.

8.2 If a Deemed Introduction occurs within the Restricted Period the Client shall pay to the Company a Conversion Fee and the Conversion Fee shall be payable if the provision of Services under this Agreement has commenced when the Deemed Introduction occurs, and no refund of the Conversion Fee shall be payable if such employment, engagement or arrangement terminates.

8.3 If, following an Introduction, the Client wants an Engagement to commence within a period of twelve months from the date of the Introduction or an Engagement occurs within such period and the Contractor has not commenced provision of services via the Company, the Client shall notify the Company and pay to the Company the Conversion Fee, unless the Client elects, within 3 Business Days of the date of the Engagement by written notice to the Company to engage the Company to arrange for the Contractor to provide the required services, under and in accordance with the terms of this Agreement, for the Hire Period. Clause 8.5 applies only if the Conduct Regulations do apply.

8.4 If the Contractor has commenced provision of the Services via the Company and the Client notifies the Company that it wants an Engagement to commence within the Relevant Period and an Engagement does so commence or an Engagement occurs within the Relevant Period, the Client shall and pay to the Company the Conversion Fee, unless the Client elects, within 3 Business Days of the date of the Engagement, by written notice to the Company to engage the Company to arrange for that Supplier and/or Contractor to provide the Services, on terms similar to those contained in this Agreement and no less favourable to the Client than those which applied immediately before the Company received such notice, for an Extended Hire Period.

8.5 If the Client gives the Company written notice of election in accordance with the provisions of clause 8.3 or clause 8.4 and the Company does not supply the relevant services for the duration of the Hire Period or the Extended Hire Period (as appropriate) and the Company is in no way at fault (including, without limitation, if an Engagement occurs or the Contractor (as appropriate) does not agree to provide services via the Company for the Hire Period or the Extended Hire Period (as appropriate)), the Client shall, if an Engagement occurs within the Relevant Period, pay to the Company such proportion of the Conversion Fee as equates to the proportion of the Hire Period or Extended Hire Period (as appropriate) during which the Company does not supply the Services.

8.6 No refund of the Conversion Fee shall be payable if the Engagement terminates.

8.7 If the Client introduces the Contractor to a third party who is not an employment business (including, without limitation, any member of the Client's Group or any client of or supplier to the Client's Group) and such third party employs or otherwise engages, directly or indirectly (other than via the Company), that Contractor and:

(a) if that Contractor have/has at any time provided services to the Client via the Company, within the Relevant Period; or

(b) if that Contractor have/has not so supplied services, within a period of twelve months from the date of such introduction, the Client shall pay to the Company the Conversion Fee and no refund of the Conversion Fee shall be payable if any such employment or engagement terminates.

9. Termination

9.1 This Agreement shall continue unless terminated:

(a) by written notice with immediate effect by the Company if there is any breach of this Agreement by the Client, which is, in the reasonable opinion of the Company, incapable of being remedied; or

(b) by 5 Business Days' written notice by the Company if there is any other serious or repeated breach of this Agreement by the Client, which is, in the reasonable opinion of the Company, capable of remedy and which is not remedied within 10 Business Days after an earlier notice requiring it to do so; or

(c) by written notice with immediate effect by the Company and without liability or prejudice to any right for relief if in good faith applicable if the Company forms the opinion for any reason that (i) the Client may not meet its obligations to the Company, or (ii) the Supplier/Contractor may no longer be willing, or able or suitable to undertake the Services for the Client; or

(d) by written notice with immediate effect by either party if that party shall become unable to commence, continue or completely perform its obligations under this Agreement because of illness, injury, other incapacity or by reason of Force Majeure affecting that party, which is not within that party's reasonable control; or

(e) by written notice with immediate effect by either party if either party shall: become insolvent within the meaning of the Insolvency Act 1986, becomes bankrupt, apply for, or have made against it or him a receiving order, or makes any composition with its creditors or an administration order or if an order is made or resolution passed for the winding up of either party or either party passes a resolution to cease trading or ceases trading (an "Insolvency Event"); or

(f) by written notice with immediate effect if the Company has reasonable grounds to believe that the Client or End User is or is about to suffer an Insolvency Event; or

(g) by written notice with immediate effect by the Company if the Client refuses to increase the Charge Rate in order that the Charge Rate (less the Company's margin) is equal to or higher than the Comparable Pay and/or is sufficient to cover increased costs of mandatory pension contributions, or National Living Wage as applicable; or

(h) by written notice with immediate effect by the Company if the Client refuses to give the Company any relevant Information (and/or gives the Company Incorrect Information) as required under clause 4.

9.2 Without prejudice to the rights to terminate the whole Agreement under clause 9.1, either party may terminate an Assignment by the period of notice (if any) as agreed in the relevant Assignment.

9.3 Subject to clause 9.2, either party may terminate an Assignment at any time by written notice to the other with immediate effect and without liability (except in the case of termination by the Client who shall be liable for any charges relating to Services provided under that Assignment).

9.4 If, for any reason, the Client does not require a Contractor to perform Services during any termination notice period the Client shall, nevertheless, pay the Company as though the Contractor was providing Services for 40 hours per week for the duration of the notice period.

9.5 Termination of this Agreement shall be without prejudice to the rights of either party arising prior to termination.

10. Acknowledgements and Liability

10.1 Except where Client policy dictates that Contractors must be engaged as employees, Contractors whose services are supplied pursuant to these terms may be engaged under contracts for services or contracts of service.

10.2 The parties acknowledge that the Company is not obliged to put any Candidate or Contractor forward for consideration by the Client for the provision of services and no Contractor is obliged to provide services to the Client beyond the termination of the relevant Assignment.

10.3 The Client acknowledges that the Company is in the business of providing resourcing services which comprise the sourcing and introduction of suitable service suppliers to the Client and the contractual arrangements for the provision of their services to the Client. Whilst every effort is made by the Company to ensure a reasonable standard of skill, integrity and reliability from each Contractor and to provide the Contractor in accordance with the Client's requirements, the Company does not accept responsibility for the quality of the Services provided by any Contractor or their activities whilst at the Location(s). Accordingly, the Company's liability is limited as set out in this clause 10.

10.4 The charges made by the Company reflect sourcing, selection and introduction services supplied by the Company and do not indicate acceptance of any liability Contractor's acts or omissions.

10.5 Subject to clause 10.7, the Company shall not be liable for any Losses or delay arising from:

(a) any failure to provide the services of any Contractor for all or part of the term of this Agreement;

(b) the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of any Contractor, including, without limitation, any lack of skill of any Contractor; or

(c) theft of any data or materials or the negligent driving of any Contractor.

(d) any act or omission or misrepresentation (whether before or after the date of this Agreement) of any Contractor;

10.6 The Company shall not be liable for: (a) any special, indirect or consequential damages or loss; or (b) any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by the Company to perform any obligations under this Agreement.

10.7 Nothing in this Agreement shall operate to exclude or limit the Company's liability for:

(a) death or personal injury caused by the Company's negligence;

(b) its own fraudulent acts or omissions; or

(c) any other liability which cannot by law be excluded.

10.8 The Client shall indemnify and keep indemnified the Company against any Losses incurred by the Company arising out of any breach of this Agreement by the Client.

11. Confidentiality and Intellectual Property

11.1 The Company undertakes to the Client that it shall, and shall require that the Supplier and the Contractor shall:

(a) keep confidential, all information relating to the Client's and any End User's business and affairs (including, for the avoidance of doubt, Charge Rates) ("Confidential Information") which may become known to it/them about the supply of the Services; and

(b) require that the Supplier and the Contractor shall enter into any and all assignments of Intellectual Property Rights or confidentiality undertakings that the Client may reasonably require it or them to enter into.

12. Data Protection

Each party warrants to the other that, in relation to this Agreement, it shall comply strictly with all requirements of the Data Protection Laws. The Client shall keep all information comprising an Introduction (including, without limitation, personal information relating to any Contractor) confidential and undertakes not to use such information for any purpose other than to arrange for a Candidate or Contractor to supply his/her services via the Company.

13. Anti-Bribery

13.1 The Client acknowledges and agrees that the Company will not tolerate bribery in any form about the conduct of its business.

13.2 The Client shall:

(a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including without limitation the Bribery Act 2010;

(b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

(c) not do, or omit to do, any act that will cause the Company to be in breach of the Anti-Bribery Laws; and

(d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Client about the performance of this Agreement.

13.3 The Client shall promptly notify the Company if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 13.2.

13.4 Breach of this clause 13 shall be deemed a material breach of this Agreement.

13.5 The Client shall indemnify the Company against any losses, liabilities, damages, costs and expenses incurred by the Company because of any breach of this clause 13 by the Client (including any consequential loss or damage).

14. AWR

14.1 For the purposes of this clause, the following definitions shall apply:

"Agency Worker" has the meaning given under Regulation 3(1) of the AWR;

14.2 The Company and the Client shall each comply with their obligations under the AWR and each party shall cooperate fully with the other about the AWR. The Client shall provide the Company on a timely basis, with such information as the Company shall reasonably request from the Client to enable the Company to comply with or otherwise evidence the Company's and/or the Client's compliance with the AWR and the Client will indemnify the Company for any Losses arising directly or indirectly from the Client: (a) refusing to provide the Company with information; or (b) providing incorrect and/or out of date Information; or (c) failing to update the information on a timely basis.

14.3 The Company and the Client acknowledge and agree that whether or not a Contractor has rights as an Agency Worker will depend on the facts of that particular supply but as a rule any Contractor will not be an Agency Worker if they:

(a) do not work under the supervision and direction of the Client (or the Company); or

(b) do not have a contract of employment, or any other contract with the Company to perform work and services personally; or

(c) carry on a profession and/or their own business undertaking which has the effect that the Client and/or the Company are customers or clients of the individual's business. For the purposes of this clause 14 such service providers shall be defined as "Non-AWR Contractors".

14.4 Where the Services are performed by Non AWR Contractors the Client shall use all reasonable endeavours to ensure it does not seek to control, give direction to or supervise such individuals. Accordingly, the Client and the Company acknowledge and agree that the services of PSC Contractors, CIS Subcontractors and sole traders are engaged on the basis that relevant individuals are independent contractors and as such without rights under the AWR.

14.5 The Company reserves the right to refuse to make a supply of an Agency Worker where the Company reasonably considers that the Charge Rate may (after deduction of the Company's normal recruitment services fee or margin and payment of or payment to a third party in respect of Employer's National Insurance (where applicable) and any other normal deduction in respect of sums received in relation to an Agency Worker's services) be less than the relevant Comparable Pay.

14.6 The Client shall immediately notify the Company if it receives any complaint, request for information or claim from a Contractor relating to Charge Rate (after deduction of the Company's normal recruitment services fee) or any other rights claimed under the AWR. The parties shall work and co-operate together to respond to and resolve any such complaints or claims. The Client undertakes to provide the Company with any further information it may request in order to respond to any such complaint, request for information or claim.

15. General

15.1 This clause 15.1 applies only if the Conduct Regulations do apply. For the purposes of the Conduct Regulations the Company shall operate as an employment business in relation to the Client (except where any permanent placement results from the Company's introduction(s) to the Client, in which case the Company shall act as an employment agency).

15.2 This Agreement together with each Assignment agreed by the parties constitute the entire agreement between the parties and supersede all previous agreements and arrangements (if any) whether written, oral or implied between the Company and the Client relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from the date on which the Company first accepts an Assignment request to the Client pursuant to these terms, but without prejudice to any rights which have arisen prior to such termination and so that nothing in this clause 15.2 shall operate to exclude or limit the liability of any party in respect of fraud.

15.3 The Client acknowledges that, in entering this Agreement, it has not relied on any representations by the Company, the Supplier or the Contractor made before the execution of this Agreement other than those expressly set out in this Agreement.

15.4 This Agreement is personal to the Client and the Client shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party without the prior written consent of the Company. The Company shall however be entitled to assign this Agreement to any member of the Company's Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment; all references to the Company shall be deemed to refer to the assignee.

15.5 This clause 15.5 applies only if the Conduct Regulations do apply. Any assignment of this Agreement by the Company in accordance with clause 15.4 shall be subject to the Client's prior consent (such consent not to be unreasonably withheld or delayed) if the Company may assign its rights under this Agreement to any member of the Company's Group or (for the purposes of normal invoice discounting arrangements) to a reputable commercial finance company.

15.6 Time is of the essence for all times, dates and periods specified in this Agreement.

15.7 No amendment to this Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorised by that party.

15.8 Any notice required to be given under this Agreement (including the delivery of any timesheet or invoice) shall be in writing signed by a person duly authorised by the sending party and delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this agreement).

15.9 This Agreement shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.

15.10 If any provision or any part of this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law: (a) such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected; and (b) to the extent permitted by law, the Company and the Client shall negotiate in good faith a substitute to any provision severed under clause 15.10(a) by a provision which is of similar effect but which is not illegal or unenforceable.

15.11 None of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of the Company who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

16. Application of the Conduct Regulations to this Agreement

16.1 If the Supplier and the Contractor have Opted Out of the Conduct Regulations; or the Supplier is an independent PSC Contractor supplying services on a business to business basis such that they do not act for and under the control of the Client, then all clauses in this Agreement with the heading, "applies only if the Conduct Regulations do apply" shall not apply.

16.2 If the Conduct Regulations apply to the supply and the Supplier and the Contractor have not Opted Out; or such Opt Out is withdrawn, then clauses 8.1 to 8.2 shall not apply.

16.3 If there is no company supplier through which the Contractor is providing the Services there is no entitlement under the Conduct Regulations for the Contractor to Opt Out and accordingly clauses 8.1 to 8.2 shall not apply.

16.4 It is not accepted that PSC Contractors or CIS Subcontractors work or shall work for and under the control of the Client but as a matter of established industry practice some PSC Contractors together with their limited companies choose to Opt Out of the Conduct Regulations.

Further Terms for the provision of services of CIS Construction Workers to complete construction related activities for the Client. These further terms and any Assignment agreed shall take precedence over the Main Agreement in the event of conflict or inconsistency.

IT IS AGREED as follows:-

1. Background

1.1 The Company is:

(a) a principal contractual intermediary for the supply of construction services, the performance of which it subcontract to subcontractor businesses;
 (b) registered as a subcontractor with HMRC under the Construction Industry Scheme for gross payment;
 (c) is in the business of identifying work assignments from clients and facilitating the linking up of CIS Subcontractors with client assignments for the work to be carried out at the Location(s) specified by the client.

2. Appointment

2.1 These terms apply to the supply by the Company of the services of one or more CIS Subcontractors to work on Assignments for the Client.

2.2 Work is subcontracted by the Company to CIS Subcontractors on a business to business basis such that all CIS Subcontractors are independent businesses supplying services to the Company and the Client as customers of the CIS Subcontractor's business.

2.3 The Company does not, for the purposes of services provided pursuant to these terms, provide work finding services nor does it operate as an employment business as defined under the Employment Agencies Act 1973 or the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

3. Client obligations

3.1 Prior to the start of each Assignment the Client shall issue to the Company the details relating to that specific Assignment, including details of the Services, Charge Rates (including any day rates, completion bonuses or other project based charges calculated on a basis other than an hourly rate), site Location(s), security and access requirements, PPE requirements and details of all relevant health and safety policies, procedures and requirements relevant to the Location, Client and Services to be provided. The parties acknowledge that the Charge Rate for Services provided under a CIS Subcontract is inclusive of all CIS Subcontractor charges plus the Company's commission.

3.2 The Client shall notify the Company of the number of hours worked and/or work completed by each CIS Subcontractor within the relevant billing period.

3.3 The Client shall notify the Company immediately if the Client is dissatisfied with work done or if the Services do not meet the appropriate standard;

3.4 The Company acknowledges that it will be responsible for carrying out all due diligence and checks to confirm that each CIS Subcontractor has the necessary qualifications, skills, suitability, experiences and/or any authorisation necessary or required by law or by any professional body to lawfully perform the Services.

4. The Services

4.1 The Services will be performed by CIS Subcontractors during the Client's normal business hours (unless otherwise agreed in writing with the Company) as specified in the relevant Assignment.

4.2 The Subcontractor will subcontract performance of the Works to CIS Subcontractors on terms which require each CIS Subcontractor to:

- (a) use reasonable care and skill in supplying the Services using his initiative and professional judgement as to how the Services can best be provided with flexibility as to hours during which Services are performed subject to on-site requirements relating to security and health and safety;
- (b) be responsible for his own health and safety and assess any risks or hazards at the Location(s) that may affect the provision of the Services and comply with all reasonable standards of safety including the Client's and End User's own health and safety procedures from time to time in force at the Location(s);
- (c) be responsible for ensuring that s/he is fit and able to perform the Services and that s/he will not place other personnel or members of the public at risk by failing to take appropriate rest breaks;
- (d) co-operate with any drug or alcohol testing as may be required by law or as a matter of the Client site policy;
- (e) use all reasonable endeavours to ensure that the Services are satisfactorily completed and that the Client's deadlines are achieved;
- (f) adhere to the confidentiality and intellectual property obligations as detailed in clause 11 of the Main Terms;
- (g) not engage in any conduct detrimental to the interests of the Company, Client or the End User including, without limitation, any conduct likely to bring the Company, Client or the End User into disrepute; and
- (h) where necessary, provide at his/her own cost, all such equipment and training as are reasonable for the adequate performance of the Services.
- (i) be responsible for rectifying defective Services at his/her own time and at his/her own cost.

4.3 The Client warrants that the Services are "Construction Operations" as defined in section 74 Finance Act 2004.

5. FEES AND EXPENSES

5.1 The Company will invoice for Services performed by third party CIS Subcontractors. The Client will pay each Subcontractor Invoice in accordance with clause 5 of the Main Terms.

5.2 The Company will pay third party CIS Subcontractors according to agreed fee rates and after deduction of tax for CIS purposes.

5.3 Each CIS Subcontractor shall be responsible for all taxes, national insurance or other contributions which may be payable in respect of any sums payable by the Company to the CIS Subcontractors in respect of Services provided under these terms.

5.4 For the avoidance of doubt, no charge shall be made in respect of any period during which a CIS Subcontractor is not providing the Services or where a Location is closed for any reason.

5.5 Where fees are time-based, in the calculation of the sums due to the Company in relation to the Services provided by any CIS Subcontractor, a weekly time record signed by representatives of the Client shall be conclusive evidence

that the Services have been performed to the satisfaction of the Client at the time and for the total period set out in that time record.

5.6 If the Client disputes the hours claimed or the successful completion of the project, the Client shall inform the Company without delay and shall cooperate with the Company to establish the facts of what has occurred. Failure by the Client to sign a time record or follow the agreed project approval process does not absolve Client from its obligation to pay the fees for Services.

5.7 Where project-based fees are agreed the Company shall be entitled to invoice in accordance with the project fee arrangements agreed between the parties.

6. Nature of the Services

6.1 The parties acknowledge and agree that unless notified otherwise, the Services will be capable of being performed by a CIS Subcontractor relying on their own experience and skill to decide the way the Services are to be delivered. The Client shall immediately notify the Subcontractor if the arrangements change such that the way the Works are to be provided will require or involve supervision, direction of control by the Client or End User.

6.2 The Client shall indemnify the Company in respect of Losses suffered and incurred by the Company arising from the Client's failure to notify the Company pursuant to clause 6.1 above.

7. Insurance and Liability

7.1 The Subcontractor shall require each CIS Subcontractor to hold appropriate public and third party liability insurances.

7.2 The Company shall not be liable for working conditions or other arrangements at the Location(s) or for any negligent, wrongful, dishonest or fraudulent acts, default or omission of any CIS Subcontractor or the Client (or any of its personnel) in relation to the Services and/or the Location(s).

7.3 The Company shall not be liable for any Losses or delay arising from:

- (a) any failure to provide the Services of any CIS Subcontractor;
- (b) the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of any CIS Subcontractor; or
- (c) theft of any data or materials or the negligent driving of any CIS Subcontractor.
- (d) any act or omission or misrepresentation (whether before or after the date of this Agreement) of any CIS Subcontractor;

7.4 The Company shall not be liable for:

- (a) any special, indirect or consequential damages or loss; or
- (b) any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by the Company to perform any obligations under this Agreement.

7.5 Nothing in this Agreement shall operate to exclude or limit the Company's liability for:

- (a) death or personal injury caused by the Company's negligence;
- (b) its own fraudulent acts or omissions; or
- (c) any other liability which cannot by law be excluded.

8. TERMINATION

8.1 Clause 9 of the Main Agreement applies.

8.2 The Company may terminate this Agreement by notice if it has reason to believe that the Services no longer fall within the definition of "Construction Operations" as defined in section 74 Finance Act 2004 or are no longer capable of being performed without Client or End User supervision, direction or control.

9. NON-EXCLUSIVITY OF SERVICES

9.1 The Client hereby acknowledges that nothing in this Agreement shall be taken to restrict the Company or any CIS Subcontractor from providing any similar services to any other person or company provided any such provision shall not give rise to a conflict of interest.

9.2 Clauses 8.1, 8.2, 8.3, 8.6 and 8.7 of the Main Agreement shall apply.

10. GENERAL

10.1 Clauses 12, 13, 15.2 to 15.4, 15.6 to 15.11 of the Main Agreement shall apply.

.....
 Registered Name of the Hiring Company

.....
 Signed for and on behalf of the Hiring Company Print Name Here

I confirm I am authorised to sign these Terms for and on behalf of the Hirer.

.....
 Date.....

.....
 Registered Name of the Employment Business

.....
 Signed on behalf of the Employment Business Print Name Here

.....
 Date.....