

TERMS OF BUSINESS APPLICABLE TO THE INTRODUCTION OF TEMPORARY WORKERS

1. DEFINITIONS

In these Terms of Business (the "Terms") the following definitions apply:

"Agency Workers Regulations"	means the Agency Workers Regulations 2010.
"Applicant"	means an individual introduced to the Client by CER from time to time as a potential Permanent or Temporary Worker.
"AWR Claim"	means any complaint or claim to a tribunal or court made by or on behalf of the Inscope Temporary Worker against the Client and/or CER for any breach of the Agency Workers Regulations.
"Assignment"	means the period during which the Temporary Worker is supplied to render services to the Client.
"CER"	means Monarch Education Limited (Reg. No. 07941497) t/a CER and whose registered office is at Temple Point, 1 Temple Row, Birmingham, England, B2 5LGT.
"Calendar Weeks"	means any period of "Calendar Weeks" seven days starting with the same day as the first day of the Initial Assignment.
"Comparable Employee"	has the meaning set out in Regulation 5(4) of the Agency Workers Regulations.
"Client"	means the person, institution, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to which the Applicant is introduced.
"Data Controller"	means (i) "data controller" as defined by the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (b) "controller" as defined by the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;
"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 1998; b) (with effect from 25 May 2018) 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;
"Engagement"	means any employment, engagement or use of a Temporary Worker by a Client on a temporary basis, whether under a contract of service or for services, agency arrangement or any other engagement.
"First Assignment"	means the first Assignment of the Temporary Worker with the Client or any subsequent Assignment commencing at least 42 days after the end of any previous Assignment of the Temporary Worker with the Client.

"Initial Assignment"	<p>means:</p> <ul style="list-style-type: none"> a) the relevant Assignment; or b) if, prior to the relevant Assignment: <ul style="list-style-type: none"> (i) the Inscope Temporary Worker has worked in any assignment in the same role with the relevant Client as the role in which the Inscope Temporary Worker works in the relevant Assignment; and (ii) the relevant Qualifying Period commenced in any such assignment
<p>An assignment being (for the purpose of this defined term) a period of time during which the Inscope Temporary Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client.</p>	
"Fee"	<p>means 20% of the Gross Remuneration payable to a Temporary Worker during the first 12 months of the Engagement or £3,000, whichever is greater.</p>
"Gross Remuneration"	<p>means the gross annual taxable salary payable to the Applicant in his or her capacity as a Temporary Worker.</p>
"Introduction"	<p>means the Client's interview of an Applicant in person or by telephone, following the Client's instruction to CER to search for a Temporary Worker or passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker and which leads to an Engagement.</p>
"Inscope Temporary Worker"	<p>has the meaning set out in Regulation 3 (the meaning of an agency worker) of the Agency Workers Regulations.</p>
"Intermediary"	<p>means a person, firm or corporate body Introduced to the Client by CER to carry out an Assignment (and, save where otherwise indicated, includes a Temporary Worker).</p>
"Personal Data"	<p>means as set out in, and will be interpreted in accordance with, the Data Protection Legislation;</p>
"Personal Data Breach"	<p>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 otherwise relates to any Applicant;</p>
"Process"	<p>means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;</p>
"Qualifying Period"	<p>has the meaning set out in Regulation 7 of the Agency Workers Regulations.</p>
"Relevant Period"	<p>means</p> <ul style="list-style-type: none"> a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment.
"Relevant Terms and Conditions"	<p>means terms and conditions relating to:</p> <ul style="list-style-type: none"> a) relevant pay, b) the duration of working time, c) night work, d) rest periods,

e) rest breaks and

f) annual leave.

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation.

"Services"	The Services provided by CER to the Client pursuant to this Agreement.
"Temporary Work Agency"	has the meaning set out in regulation 4 of the Agency Workers Regulations.
"Temporary Worker"	means an Applicant whose services are supplied to the Client by CER or an Intermediary for which the Client agrees to engage such Applicant on a short term or temporary basis.
"Working Day"	means every day excluding Saturday, Sunday and public or bank holidays in England.
"Working Time Regulations"	means the Working Time Regulations 1998. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained within these Terms are for convenience only and do not affect their interpretation.

2. GENERAL

- 2.1 CER operates as an employment business within the meaning of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 2.2 The Client acknowledges that Temporary Workers may be provided by an Intermediary company which is Introduced to the Client by CER and which employs its Temporary Worker(s) being supplied. These Terms govern the supply of Temporary Workers to the Client and are applicable to any and all introductions. These Terms are deemed to be accepted by the Client by virtue of its request for, interview with, or engagement of the Temporary Worker.
- 2.3 No variation or alternation of these Terms shall be valid unless approved in writing by both CER and the Client.
- 2.4 Unless otherwise agreed in writing, these Terms shall prevail over any Terms of Business provided by the Client.
- 2.5 The failure by CER to enforce at any particular time any one or more of the terms of these Terms shall not be deemed a waiver of such rights or of the right to subsequently enforce these Terms.
- 2.6 If any provision, clause or sub-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by a judicial body, the remaining provisions of the Terms shall remain in full force and effect to the extent permitted by law.
- 2.7 All payments due to CER pursuant to these Terms shall be paid within 14 days of the date of any invoice. In respect of any amount to be paid by the Client to CER pursuant to these Terms, CER reserves the right to charge interest on any unpaid amounts at the rate of 4% per annum above the base rate of Lloyds TSB Bank plc from the due date until the date of payment and to claim legal costs, where such amount remains outstanding for more than 14 days from the date of the invoice.
- 2.8 Whilst CER agrees to make every reasonable effort to ensure reasonable standards of skills, integrity, reliability and suitability of Applicants introduced to the Client, it is the responsibility of the Client to satisfy itself on all such matters and on the suitability of any Applicant before Engagement.
- 2.9 The Client acknowledges and agrees that certain group companies and other affiliates of Monarch Education Limited may from time to time contact the Client to offer services which may be of interest to the Client.
- 2.10 These Terms shall be subject to and interpreted in accordance with the laws of England and CER and the Client shall submit to the exclusive jurisdiction of the Courts of England.
- 2.11 All invoices issued pursuant to these Terms will be subject to value added tax on the full amount of the invoice.
- 2.12 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right of remedy of a third party which exists or is available apart from that Act.
- 2.13 Save for any information already in the public domain or any information which subsequently comes into the public domain other than

by a breach of this clause, neither CER nor the Client shall use or disclose any information (including without limitation any trade secrets, business or commercially sensitive information) obtained from the other except as necessary for the performance of these Terms. CER undertakes to keep confidential all Relevant Terms and Conditions that the Client discloses to CER and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Inscope Temporary Worker or any AWR Claim).

- 2.14 CER acknowledges that if the Client is in the public sector it will be subject to the Freedom of Information Act 2000 ("the Act"). Where the Act applies each party to these Terms shall transfer any request for information related to CER, to these Terms or to any services provided by CER received under that Act to the other within two working days after receipt. Notwithstanding the right of the Client, in its sole discretion, to decide how to respond to such a request, it shall take CER's views into account to the extent that such a request relates to information about CER or these Terms. The Client shall also notify CER as soon as practicable where any response to such a request is referred to the Information Commissioner.
- 2.15 CER shall be entitled to invoice, and the Client shall pay, for such PPA Time in accordance with these Terms and the Client shall indemnify and keep indemnified CER against any costs, claims or liabilities incurred by CER arising from the Client's failure to provide PPA Time where applicable in line with clause 2.15.

3. CHARGES

- 3.1 In respect of any Engagements of Temporary Workers, the Client shall pay and CER shall collect from the Client, on behalf of Temporary Workers and/or Intermediaries, as notified to the Client at the commencement of the Assignment:
- a) remuneration as agreed between the Client and CER from time to time based upon hourly or daily rates; and
 - b) remuneration including but not limited to statutory pension contributions and holiday entitlement as laid out in the Worker Time Regulations (where applicable); and,
 - c) additional holiday pay as agreed between CER (on behalf of the Temporary Worker) and the Client from time to time.
- 3.2 Where the Temporary Worker is supplied directly by CER, CER agrees to pay the above mentioned remuneration to the Temporary Worker subject to such deductions relating to PAYE as are required by sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003, CER's commission pursuant to Clause 3.5 and all other such deductions as CER is required to make by law.
- 3.3 Where the Temporary Worker is supplied by an Intermediary, the Intermediary shall be responsible for the payment of the above mentioned remuneration to the Temporary Worker subject to such deductions relating to PAYE as are required by sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003, CER's commission pursuant to Clause 3.5 and all other such deductions as CER and/or the Intermediary are required to make by law.
- 3.4 The Client also agrees to pay to CER all National Insurance contributions, which CER is obliged by law to pay in relation to all services which the Temporary Worker provides to the Client.
- 3.5 For the avoidance of doubt any charges payable by the Client are inclusive of CER's commission and employers National Insurance contributions. The Client agrees to pay to CER a commission for introduction of the Temporary Worker the rates of which are to be agreed between CER and the Client.
- 3.6 In addition to the payment calculated in accordance with this clause 3, the Client will pay CER:
- 3.6.1 Where applicable, an amount equal to any bonus that the Client awards to the Inscope Temporary Worker in accordance with clause 5.9 immediately following any such award and CER will pay any such bonus to the Inscope Temporary Worker. For the avoidance of doubt, the Client will also pay, if applicable, any employer's National Insurance Contributions and CER's commission on the bonus (calculated using the same percentage rate as that used under the Original Agreement) in addition to any bonus payable to the Inscope Temporary Worker;
 - 3.6.2 an amount equal to any paid holiday leave to which the Inscope Temporary Worker is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of a Assignment; and
 - 3.6.3 any other amounts relating to the Relevant Terms and Conditions to which the Inscope Temporary Worker will be entitled under the Agency Workers Regulations, where applicable.
- 3.7 CER reserves the right to vary the charges under the Original Agreement agreed with the Client by giving written notice to the Client:
- 3.7.1 in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations, the Working Time Regulations TR and the Pensions Act 2008; and/or
 - 3.7.2 if there is any variation in the Relevant Terms and Conditions.

4. PAPER TIMESHEETS

- 4.1 The Client shall at the end of each week of an Assignment (or shorter period as agreed), sign CER's timesheet(s) verifying the number of days and hours worked by the Temporary Worker during that week.
- 4.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform CER as soon as reasonably practicable and shall co-operate fully and in a timely fashion with CER to enable CER to establish what hours, if any were worked by the Temporary Worker. Failure to sign the timesheet does not absolve
- 4.3 The Client's obligation to pay in respect of those days/hours worked by the Temporary Worker. The Client shall not be entitled to decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker.

5. TIMESHEETS

- 5.1 The Client shall at the end of each week of an Assignment (or shorter period as agreed), approve CER's timesheet(s) verifying the number of days and hours worked by the Temporary Worker during that week.
- 5.2 Approval of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to approve the timesheet received for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client can reject the timesheet selecting the relevant reason from the drop down menu, once rejected the Temporary worker will amend and re-submit upon query resolution.
- 5.3 The Client shall action the time sheet workflow by midday on the Monday following the week covered by the timesheet otherwise the workflow will be redirected to the Client's nominated substitute, the Client's substitute shall action the workflow before midday on the Tuesday following the week covered by the timesheet otherwise the timesheet will be auto-approved.
- 5.4 The Client shall not be entitled to decline to approve a timesheet on the basis that it is dissatisfied with the work performed by the Temporary Worker.

6. VAT

- 6.1 The parties acknowledge that the charges for the Services have been calculated taking into account the recoverability of input VAT wholly or partly attributable to the provision of such Services.
- 6.2 Where as a result of any change of law, any new or amended VAT ruling, any new or altered practice or interpretation of HMRC or any court or tribunal decision (which events shall be referred to individually or collectively as a Change of Law), CER suffers any restriction or reduction in the amount of input VAT wholly or partly attributable to the provision of the Services in respect of which it is entitled to credit or repayment:
 - a) the amount of the charges for the Services payable by the Client shall, with effect from the date of such Change of Law, be increased so as to ensure that CER is put in the same financial position as if no such Change of Law had occurred; and
 - b) any amount payable by the Client to CER pursuant to (a) shall be paid, in addition to and at the same time as any other consideration for the Services, and without any deduction, set off or with holding.
- 6.3 Where as a result of any Change of Law, the charges for Services already supplied are deemed, as a result of such change, to have borne an amount in respect of VAT which was not VAT properly due thereon (Overpaid VAT), and the Client requests in writing that CER seeks a refund from HMRC in respect of such Overpaid VAT then, subject to the Client indemnifying and holding harmless CER for the costs and expenses incurred pursuant to any action taken under this clause 6.3 and subject to clause 6.4:
 - a) CER shall take such action as may be necessary to claim a refund of the Overpaid VAT to the fullest amount permitted under UK legislation; and
 - b) CER shall remit to the Client a sum equal to the amount actually received from HMRC in respect of such claim, less any costs and expenses incurred in or as a consequence of making such claim (to the extent not previously recovered pursuant to the indemnity above) and less an amount equal to any restriction or reduction (as a result of the Change in Law) in the amount of input VAT wholly or partly attributable to the provision of the Services already supplied in respect of which it is entitled to credit or repayment.
- 6.4 CER shall not be required to take any action referred to in clause 4.3(a) which involves engaging in any litigation or dispute with HMRC or any other tax authority or any third party, and shall not be obliged to take or omit to take any action which it, in its sole discretion, believes is or could be contrary to the interests of its business.
- 6.5 For the avoidance of doubt, save in accordance with clause 4.3, CER shall have no liability to pay any amount to the Client in respect of

any Overpaid VAT.

7. CLIENT REQUIREMENTS

- 7.1 CER will endeavour to supply such Temporary Workers to carry out Assignments for the Client as the Client shall notify to CER when giving details of its requirements.
- 7.2 When placing its order the Client shall specify its exact requirements by providing full details of the type of work for which the Temporary Worker is required.
- 7.3 The details provided shall include, but shall not be limited to, details of special skills or qualifications required for such work.
- 7.4 The Client shall not permit any Temporary Worker to undertake any work other than that which has been notified by the Client.
- 7.5 CER endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any other authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill. CER will inform the Client of these matters when making an Introduction and will inform the Client if the Applicant is not engaged by CER under a contract for services.
- 7.6 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Applicant is being introduced for an Assignment in the same position as one in which the Applicant had previously been supplied within the previous 5 business days and such information has already been supplied to the Client, unless the Client requests that the information be resubmitted.
- 7.7 The Client will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.
- 7.8 To enable CER to comply with its obligations under the Agency Workers Regulations, the Client undertakes as soon as possible prior to the commencement of each Assignment and/or during each Assignment (as appropriate) and/or at any time at CER's request:
- 7.8.1 to inform CER of any Calendar Weeks since 1 October 2011 in which the relevant Inscope Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period
 - 7.8.2 if, since 1 October 2011, the Inscope Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Client via any third party during the relevant Assignment, to provide CER with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by CER.
 - 7.8.3 to inform CER if the Inscope Temporary Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - 7.8.3.1) completed two or more assignments with the Client
 - 7.8.3.2) completed at least one assignment with the Client and, where appropriate, one or more earlier assignments with any member of the Client's group; and/or
 - 7.8.3.3) worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role
 - 7.8.3.4) save where the Inscope Temporary Worker will not complete the Qualifying Period during the term of the Assignment, and where requested by CER, to:
 - 7.8.3.4.1) provide CER with details, written or otherwise, of the Relevant Terms and Conditions of the Inscope Temporary Worker would be entitled to for doing the same job if the Inscope Temporary Worker had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee.
 - 7.8.3.4.2) inform CER in writing, or otherwise, whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee

7.8.3.4.3) if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide CER with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee and

7.8.3.4.4) inform CER in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and

7.8.3.4.5) save where the Inscope Temporary Worker will not complete the Qualifying Period during the term of the Assignment, to provide CER with written details of its pay and benefits structures and appraisal processes and any variations of the same

7.8.3.4.6) save where the Inscope Temporary Worker will not complete the Qualifying Period during the term of the Assignment, to provide CER with written details of the Planning, Preparation and Assessment Time which is provided to directly engaged teachers

7.8.4 The Client acknowledges that once the Qualifying Period has elapsed, a pregnant Inscope Temporary Worker has additional rights and the Client agrees to:

7.8.4.1) pay for time off for the pregnant Inscope Temporary Worker to attend ante-natal medical appointments and ante-natal classes

7.8.4.2) offer suitable alternative work (paid at the same rate as the original assignment) if the Client cannot make reasonable adjustments and the pregnant Inscope Temporary Worker cannot complete the original Assignment for health and safety reasons and

7.8.4.3) pay the pregnant Inscope Temporary Worker for the remaining duration of the original assignment if the Client cannot find suitable alternative work.

7.9 In addition, for the purpose of awarding any bonus to which the Inscope Temporary Worker may be entitled under the Agency Workers Regulations, the Client will, if required:

7.9.1 Integrate the Inscope Temporary Worker into its relevant performance appraisal system

7.9.2 Assess the Inscope Temporary Worker's performance

7.9.3 Provide CER with copies of all documentation relating to any appraisal of the Inscope Temporary Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded and

7.9.4 Provide CER with all other assistance CER may request in connection with the assessment of the Inscope Temporary Worker's performance for the purpose of awarding any bonus.

7.10 The Client will comply with all CER's requests for information and any other requirements to enable CER to comply with the Agency Workers Regulations.

7.11 The Client warrants that:

7.11.1 all information and documentation supplied to CER in accordance with clauses 5.8, 5.9 and 5.10 is complete, accurate and up-to-date; and

7.11.2 it will, during the term of the relevant Assignment, immediately inform CER in writing of any subsequent change in any information or documentation provided in accordance with clauses 5.8, 5.9 and 5.10.

7.12 Without prejudice to clause 9.7 and 9.8, a party shall inform the other in writing of any:

7.12.1 oral or written complaint the Inscope Temporary Worker which is or may be a complaint connected with rights under the Agency Workers Regulations and

7.12.2 written request for information relating to the Relevant Terms and Conditions that they receive from the Inscope Temporary Worker as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the party and that party will take such action and give such information and assistance as the other may request, and within any reasonable timeframe requested, in order to resolve any such complaint or to provide any such information in a written statement to the Inscope Temporary Worker within 28 days of the party's receipt of such the party will provide the other with a copy of any such written statement.

8. TRANSFER FEE

- 8.1 In the event of the Engagement by the Client of a Temporary Worker supplied by CER for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within the Relevant Period the Client shall be liable, subject to electing by giving 7 days prior notice, to either:
- a) at its option on written notice to CER elect to extend or renew on the same terms as the most recent Assignment (as the case may be), for a period of not less than 20 weeks in which case these Terms shall continue to apply to such extended period and the Fee shall not be payable on the expiry of such extended term.
 - b) The Fee. VAT is payable in addition to any fee due.

However, where the Client does not give such notice before the Temporary Worker is Engaged the parties agree that the Fee shall be due.

- 8.2 In the event that there is an Introduction of a Temporary Worker which does not result in the supply of that Temporary Worker by CER to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months from the date of Introduction the Client shall be liable, subject to electing upon giving 7 days notice, to either:
- a) a period of hire of the Temporary Worker being 20 weeks during which the Client shall pay CER the hourly charges agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied.
 - b) A fee calculated as the Fee or, if the actual amount of Gross Remuneration is not known, the hourly charges pursuant to clause 3.1 multiplied by 280, or the daily charge pursuant to clause 3.1 multiplied by 40, or £3,000, whichever is greater. No refund of the Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the client does not give such notice before the Temporary Worker is Engaged the parties agree that the Fee shall be due.

- 8.3 If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by CER either directly or pursuant to being supplied by another business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Fee calculated in accordance with either 8.1 (b) or 8.2 (b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

- 8.4 In the event that a Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party during the Assignment or within the Relevant Period the Client shall be liable to pay the Fee. No refund of the Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

- 8.5 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by CER to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction the Client shall be liable, to a Fee calculated as the Fee, or if the actual amount of the Remuneration is not known, the hourly charges pursuant to clause 3.1 multiplied by 280, or the daily charge pursuant to clause 3.1 multiplied by 40, or £3,000, whichever is greater. No refund of the Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

- 8.6 In the event of an Engagement by the Client of a Temporary Worker supplied by CER for an Assignment on a fixed term contract and within the Qualifying Period the Client shall be liable:
- a) for a fixed term contract of 1 term (13 weeks), to pay a fee which would be equivalent to one third of the Fee;
 - b) for a fixed term contract of 2 terms (26 weeks), to pay a fee which would be equivalent to two third of the Fee; and
 - c) for a fixed term contract greater than 2 term (26 weeks), to pay a fee which would be equivalent to the Fee.

The payment of the fees in this clause 8.6 is subject to a minimum fee of £2000.

9. NOTIFICATION

- 9.1 The Client agrees:
- a) to notify CER immediately of any offer of employment on any basis which it makes to the Applicant
 - b) to notify CER immediately when any offer of employment has been accepted by the Applicant

10. REFUND/CANCELLATION

- 10.1 In the event of CER being notified that the services are unsatisfactory, CER may at its absolute discretion refund or cancel the charge for the introduction of the Temporary Worker and be responsible to the Temporary Worker for any monies due and owing to that Temporary Worker for the time worked provided always that the Temporary Worker leaves that Assignment immediately and that such notification, which must be confirmed in writing within 5 days is received either:
- a) within 4 hours of the Temporary Worker commencing duties where the booking is for more than 7 hours
 - b) within 2 hours for bookings of 7 hours or less.
- 10.2 No refunds are payable in respect of the Charges of CER.

11. LIABILITY

- 11.1 Whilst every effort is made by CER to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers and further to provide those Temporary Workers in accordance with booking details, no liability will be accepted by CER for any loss, damage, expense or delay arising from any failure to provide any Temporary Worker for all or part of the period of the booking or from the negligence, dishonesty or misconduct of that Temporary Worker.
- 11.2 If the Temporary Worker is unable to complete an Assignment due to, but not limited to, incapacity, illness or bereavement CER will make every effort to find a suitable replacement. CER accepts no liability for any loss, damage, expense or delay arising from a Temporary Worker being unable to complete an Assignment. CER is not able to supply a replacement if the Temporary Worker is taking part in an official strike or any other official industrial dispute.
- 11.3 Temporary Workers provided are deemed to be under the direction and control of the Client from the time the Temporary Worker reports to take up duties for the duration of the Assignment and the Client agrees to be responsible for all act, errors and omissions be they wilful, negligent or otherwise as though the Temporary Worker were on the payroll of the Client. The Client will in all respects comply with all statutes, bye laws, codes of practice and legal requirements to which the Client is ordinarily subject to in respect of the Client's own staff, including the provision of adequate Employers, Professionals and Public Liability insurance cover for the Temporary Worker during all Assignments and to comply with but not limited to, the Working Time Regulations 1998.
- 11.4 The Client shall advise CER of any special health and safety matters about which CER is required to inform the Temporary Worker. The Client will assist CER in complying with CER's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by CER and the Client will not do anything to cause CER to be in breach of its obligations under these Regulations.
- 11.5 The Client shall at all times keep CER fully indemnified against any costs, claims (including, but not limited to, any claims arising from any potential, actual or deemed employment), expenses, loss, liabilities and damages incurred by CER in respect of matters arising out of this agreement by virtue of the Client's direction and control of the Temporary Worker or arising out of any breach of this agreement or negligent act or omission of the Client.
- 11.6 CER shall not be liable to the Client for any loss, liability, damages, costs, claims or expenses suffered or incurred by the Client howsoever arising as a result of the negligence, dishonesty or misconduct of the Temporary Worker or arising from, or connected with, the Engagement of the Temporary Worker under this agreement. CER does not exclude or limit liability for death or personal injury.
- 11.7 Each party shall inform the other in writing of any AWR Claim which comes to the notice of the party as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the party.
- 11.8 If the Inscope Temporary Worker brings, or threatens to bring, any AWR Claim, the parties undertake to the other to take such action and give such information and assistance as the other party may request, and within any timeframe requested by the other party and at their own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.
- 11.9 Notwithstanding anything else in this Agreement, the liability of each party to the other under or in connection with this Agreement flowing from one event or a series of connected events, whether arising under contract or by way of indemnity, negligence or otherwise, shall be limited to an aggregate liability of 150% of the charges paid or payable in the calendar year in which the event giving rise to the breach of this Agreement occurred.
- 11.10 Subject to the express provisions of this Agreement, neither party shall be liable to the other for any indirect or consequential loss, loss of profit, business or anticipated savings.

12. DATA PROTECTION

- 12.1 For the purposes of this clause 12 "Data Subject" has the meaning given, and will be interpreted in accordance with, the Data Protection Legislation. For the avoidance of doubt, references to Data Subjects include Applicants and Temporary Workers.
- 12.2 The parties acknowledge that CER is a Data Controller in respect of the Personal Data of Applicants/Temporary Workers and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these terms.
- 12.3 The parties further acknowledge that the Client is also a Data Controller but the parties hereto are not Joint Controllers (as defined within the Data Protection Legislation) save where a specific agreement is made to that effect between the parties.
- 12.4 The parties agree that a Temporary Worker is not a Data Processor (as defined within Data Protection Legislation) when working on behalf of the Client; save where agreed otherwise within a schedule of assignment and subject to additional terms and conditions confirming the same.
- 12.5 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, CER or by an Applicant or Temporary Worker, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 12.6 The parties will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 12.7 The Client will –
- a) comply with the instruction of CER as regards the transfer/sharing of data between the parties. If the Client requires Personal Data not already in its control to be provided by CER, the Client will set out its legal basis for the request of such data and accept that CER may refuse to share/transfer such Personal Data where, in the reasonable opinion of CER, it does not comply with its obligations in accordance with the Data Protection Legislation;
 - b) ensure it has met any obligations under the Data Protection Legislation to keep a record of its processing activities in respect of Applicants and/or Temporary Workers;
 - c) not cause CER to breach any of its obligations under the Data Protection Legislation.
- 12.8 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify CER and will provide CER 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 CER reasonably requests relating to the Personal Data Breach.
- 12.9 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as CER 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 CER with details in writing of all such steps taken.
- 12.10 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 CER, unless the Client is required to give such a notice under the Data Protection Legislation.
- 12.11 The Client agrees it will only Process Personal Data of Applicants or of Temporary Workers for the agreed purpose of considering Applicants for Engagement or for the management, supervision, direction and control of Temporary Workers.
- 12.12 The Client will provide evidence of compliance with clause 12 upon request from CER.

13. TERMINATION

- 13.1 The Client, CER or the Temporary Worker, may terminate an Assignment at any time without prior notice or liability. Save in respect of those Temporary Workers who may be subject to a notice period of which the Client will receive notification from CER in which case an equivalent notice period shall be required from the Client. In the event of termination, all outstanding or accrued fees due to CER by the Client remain due and payable.
- 13.2 The Client or CER may terminate this Agreement on 4 weeks written notice to each other.