



## TERMS AND CONDITIONS

### 1 Definitions and Interpretation

#### 1.1 In this document, the following definitions apply

|                            |   |
|----------------------------|---|
| Agency Worker              | Means the individual who is introduced by the Employment Business to provide services to the Hirer  |
| Agency Workers Regulations | Means the Agency Workers Regulations 2010   |
| Assignment                 | Means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer.   |
| Assignment Details Form    | Means written confirmation of the assignment details agreed with the Hirer prior to commencement of assignment.   |
| AWR Claim                  | Means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and or Employment Business for any breach of the Agency Workers Regulations.  |
| Calendar Week              | Means any period of seven days starting with the same day as the first day of the assignment.   |
| Charges                    | Means the hourly or daily charges of the Employment Business calculated in accordance with Clause 6.1 and may be varied from time to time in accordance with these terms.   |
| Conduct Regulations        | Means the conduct of Employment Agencies and Employment Business Regulations 2003.  |
| Confidential Information   | Means any and all confidential commercial, financial, marketing, technical and other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know how, trade secrets and other information concerning the Assignment in any form or medium whether discussed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or Employment Business or third party on behalf of the Hirer whether before or after the date of these terms together with any reproduction of such information. |



## TERMS AND CONDITIONS

|                      |   |
|----------------------|---|
| Control              | Means the legal or beneficial ownership, directly or indirectly of more than 50% of the trusted share capital or similar right of ownership, or the power to direct or cause the direction of the affairs and or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and controls and controlled shall be adjusted accordingly.  |
| 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.  |
| Employment Business  | JDC RECRUITMENT (UK) LTD, 48 Queen Street, Exeter, EX4 3SR  |
| Engagement           | Means the engagement, employment or the use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, directly or indirectly on a permanent placement or temporary basis, whether under contract of service for services and or through an employee or other representative or agency, licence, franchise or partnership arrangement or any other engagement and “engage”, “engages” and “engaged” shall be construed accordingly.   |
| First Assignment     | Means<br>(a) the relevant assignment or<br>(b) if prior to the relevant assignment:<br>(i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant assignment and :<br>(ii) the relevant qualifying period commenced in any such assignment.<br>That assignment (an assignment being for the purposes of this defined term) a period of time during which the Agency Worker is supplied by one or more temporary work agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the Hirer. |



## TERMS AND CONDITIONS

|                         |  |
|-------------------------|--|
| Hirer                   | Means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body as the case may be to whom the Agency Worker is introduced.   |
| Hirers Group            | Means any person, company, partnership, statutory body or other entity which from time to time controls the Hirer (but not limited to) as a holding company as defined under section 1159 of the Companies Act 2006; and company, partnership, statutory body or other entity which from time to time is controlled by or under common control with the Hirer (including but not limited to) a subsidiary or holding company as defined under section 1159 of the Companies Act 2006.    |
| Introduction            | Means the passing to the Hirer and curriculum vitae or information which identifies the Agency Worker, the Hirer's interview of the Agency Worker (in person or by telephone or any other means) following the Hirer's introduction to the Employment Business to supply a temporary worker or the supply of the Agency Worker, and in any case which leads to the employment of the Agency Worker or temporary worker and "introducing" and "introduced" shall be adjusted accordingly. |
| Losses                  | Means all losses, liabilities, costs, damages, expenses whether direct, indirect, consequential (including without limitation any economic loss of profits, business or goodwill, management time and reasonable legal fees) and charges including such items arising out of or resulting from actions, claims and demands.  |
| Period of Extended Hire | Means any additional time which the Hirer requires the Agency Worker to be supplied beyond the duration of the original assignment or series of assignments, as an alternative to paying a transfer fee.   |
| Qualifying the Period   | Means any 12 consecutive calendar weeks during the whole or part of which the Agency Worker is supplied by one or more temporary work agencies to work temporarily for and under the supervision and direction of the relevant Hirer in the same role and as further defined in schedule 1 of these terms.   |



## TERMS AND CONDITIONS

|                               |  |
|-------------------------------|--|
| Relevant Period               | Means the period of 26 weeks commencing on the first day the Agency Worker worked for the Hirer having been supplied by the Employment Business, or 26 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 | Means terms and conditions relating to<br>(i) the duration of working time<br>(ii) night work<br>(iii) rest periods<br>(iv) rest breaks and annual leave<br>that are normally included in the contracts of employees or workers of the Hirer 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. |
| Remuneration                  | Includes gross base salary or fees guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable (and where applicable) non-taxable to or receivable by the Agency Worker for services provided to or on behalf of the Hirer or any third party.   |
| Temporary Work                | Means as defined in schedule 1 of these terms.   |
| Agency Transfer Fee           | Means the fee payable in accordance with Clause 8 of these terms and Regulation 10 of the Conduct Regulations.   |
| Terms                         | Means the terms of business (including attached schedules) together with any applicable assignment forms.  |
| Vulnerable Person             | Means any person by way of age, illness, infirmity, disability or any other circumstance is in need of care or attention and includes any person under the age of 18.  |
| Working Time Regulations      | Means Working Time Regulations 1998.   |



## TERMS AND CONDITIONS

- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in these terms are for convenience only and do not affect their interpretation.
- 1.4 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 these terms) and all subordinate legislation made (before or after these terms) under it from time to time.

### 2 The Contract

- 2.1 These terms communicate the contract between the Employment Business and the Hirer for the supply of the Agency Worker's services by the Employment Business to the Hirer and are deemed to be accepted by the Hirer by its request for interview, or engagement of the Agency Worker or the passing of any information by the Hirer about an Agency Worker to any third party following an introduction.
- 2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Employment Business these terms prevail over any Terms of Business or purchase conditions put forward by the Hirer.
- 2.3 Subject to Clause 5.2 no variation or alteration to these terms shall be valid unless the details of such variation are agreed in writing by the Director of the Employment Business and a copy given to the Hirer stating the date on which such varied terms apply.
- 2.4. The Employment Business shall act as an Employment Business as defined in section 13(3) of the Employment Agencies Act 1973 when introducing Agency Workers for assignments with the Hirer.

### 3 Hirer Obligations

- 3.1 To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide the Employment Business details of the position which the Hirer seeks to fill including the following
  - 3.1.1 The type of work the Agency Worker will be required to do.
  - 3.1.2 The start location and hours of work.
  - 3.1.3 The experience, training, qualification and any authorisation which the Hirer considers necessary or which is required by law or any professional body for the Agency Worker to possess in order to work in the position.



## TERMS AND CONDITIONS

- 3.1.4 Any risk to Health and Safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks.
- 3.1.5 The date and time the Hirer wishes the Agency Worker to commence the assignment and
- 3.1.6 The duration or likely duration of the assignment.
- 3.2 The Hirer will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Hirer requires the services of any Agency Worker for longer than 48 hours in any week during the course of the assignment the Hirer must notify the Employment Business before commencement of the assignment or at the very latest where it is reasonably practicable before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 hours.
- 3.3 The Hirer will comply with its obligations under Regulation 12 (rights of Agency Workers to access collective facilities and amenities) and 13 (rights of Agency Workers in relation to access to employment) of the Agency Workers Regulations.
- 3.4 Subject to paragraph 3.5 the Hirer shall not request the Employment Business to introduce or supply an Agency Worker to a Hirer to perform:
- 3.4.1 The duties normally performed by a worker who is taking part in a strike or other industrial action ("the first worker"), or
- 3.4.2 The duties normally performed by any other worker employed by the Hirer and who is assigned by the Hirer to perform the duties normally performed by the first worker, unless in either case the Employment Business does not know, and has no reasonable grounds for knowing, that the first worker is taking part in a strike or other industrial action.
- 3.5 Paragraph 3.4 shall not apply if, in relation to the first worker, the strike or other industrial action in question is an unofficial strike or other unofficial industrial action for the purposes of section 237 of the Trade Union and Labour Relations (Consolidation) Act 1992.
- 3.6 To enable the Employment Business to comply with its obligations under the Agency Workers Regulations the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time the Employment Business Requests



## TERMS AND CONDITIONS

- 3.6.1 To inform the Employment Business of any Calendar weeks since 1<sup>st</sup> March 2017 in which the relevant Agency Worker has worked in the same or similar role with the Hirer and any third party prior to the commencement of the Assignment and or during the relevant assignment which may count towards the qualifying period.
- 3.6.2 If since 1<sup>st</sup> March 2017 the Agency Worker has worked in the same or similar role with the Hirer via any third party prior to the commencement of the relevant assignment and or works in a similar or same role with the Hirer during the relevant assignment the Hirer agrees to provide the Employment Business with all details of such work including (without Limitation) details of where, when and the periods during such work was undertaken and any other details requested by the Employment Business.
- 3.6.3 To inform the Employment Business if since 1<sup>st</sup> March 2017 the Agency Worker prior to the date of Commencement of the relevant assignment and or during the relevant assignment
  - 3.6.3.1 Completed 2 or more assignments with Hirer.
  - 3.6.3.2 Completed at least 1 assignment with the Hirer or 1 or more prior assignments with any Hirers group business and or
  - 3.6.3.3 Worked more than 2 roles during any assignment with the Hirer on at least 2 occasions worked in a role that wasn't the same as the previous role.
  - 3.6.3.4 Inform the Employment Business in writing whether the Terms and Conditions are those of a hypothetical directly recruited Employee or those of a compatible Employee.
- 3.7 The Hirer will comply with all relevant requests from the Employment Business for information regarding any other Regulations to enable the Employment Business to comply with the Agency Workers Regulations.
- 3.8 The Hirer warrants that
  - 3.8.1 all information and documentation supplied to the Employment Business is in accordance with Clauses 3.2-3.7 is complete, accurate and up to date and
  - 3.8.2 it will during the term of the relevant assignment immediately inform the Employment Business in writing of any subsequent change in documentation or information provided in accordance with Clause 3.6 and 3.7.
- 3.9 Without prejudice to Clause 13.8 the Hirer shall inform the Employment Business in writing of any
  - 3.9.1 Oral or written complaint the Agency Worker makes to the Hirer which is or maybe a complaint connected with rights under Agency Workers Regulations and
  - 3.9.2 Written request for information relating to the relevant terms and conditions that the Hirer receives from the Agency 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 Hirer and the Hirer will take such action and give such information and assistance as the Employment Business may request and within any



## TERMS AND CONDITIONS

time frame requested by the Employment Business in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Hirer will provide the Employment Business with a copy of any such written statement.

- 3.10 The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the assignment.
- 3.11 The Hirer shall be responsible for issuing the Agency Worker with all equipment and funds necessary to perform the contracted work. The Hirer shall be responsible for all vehicle related expenses, parking charges, tolls, fuel and oil, insurances and fines, tour related costs such as guides, hospitality costs, cleaning equipment and sanitation costs. Under no circumstances will the Employment Business or the Agency Worker pay for or subsidise any costs related to the operation of any tour or trip.

#### 4 Information to be provided by the Employment Business to the Hirer

- 4.1 When introducing an Agency Worker to the Hirer the Employment Business shall inform the Hirer
  - 4.1.1 Of the identity of the Agency Worker
  - 4.1.2 That the Agency Worker has the necessary experience, training, qualifications and any authorisation required by law or professional body to work in the assignment.
  - 4.1.3 That the Agency Worker is willing to work in the assignment and
  - 4.1.4 The Charges
- 4.2 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 weekends and public or bank holiday) following save where the Agency Worker is introduced for an assignment in the same position as on which the Agency Worker had previously been supplied within the previous 5 business days and such information has already been given to the Hirer unless the Hirer requests that the information be resubmitted.

#### 5 Charges

- 5.1 The Hirer agrees to pay to the Employment Business the charges as notified to and agreed with the Hirer. The charges are calculated according to the days worked by the Agency Worker and comprise the following
  - 5.1.1 The daily rate charged for the Agency Worker
  - 5.1.2 Any additional expenses as may have been agreed with the Hirer, or if there is no such agreement such expenses as are reasonable
- 5.2 The Employment Business reserves the right to vary the charges agreed with the Hirer by giving written notice to the Hirer





## TERMS AND CONDITIONS

5.2.1 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 and or

5.2.2 If there is any variation in the relevant terms and conditions

5.3 The charges are invoiced to the Hirer and are payable in advance by Credit Card or Direct Bank Transfer unless agreed in writing by a Director of the Employment Business. Invoicing takes place the following week, weeks run from Monday to Sunday, then invoiced the Monday after. Invoice terms are only 7 days from the date on the invoice. Payment is due by Faster Pay into the bank account stated on the invoice. VAT is payable at the applicable rate on the entirety of the charges. The Employment Business reserves the right to charge interest under the late payment of commercial debts (interest) act 1998 on invoiced amounts unpaid by the due date at the rate of 8% p/a above the base rate, from time to time of the Bank of England from the due date until the date of payment.

5.4 The Hirers obligations under this Clause 5 shall be performed without any right of the Hirer to invoke set off deductions, withholding, or other similar rights.

### 6 Payment of the Agency Worker

6.1 The Employment Business utilises the services of an approved Umbrella Company for employing and paying the Agency Worker and the Umbrella Company is responsible for the deduction and payment of National Insurance Contributions and PAYE Income Tax.

### 7 Finders Fees

7.1 The Hirer shall be liable to pay a transfer fee if the Hirer engages an Agency Worker introduced by the Employment Business other than via the Employment Business or introduces the Agency Worker to a third party and such introduction results in an engagement of the Agency Worker by the third party other than via the Employment Business and

7.1.1 Where the Agency Worker has been supplied by the Employment Business such engagement take place during the assignment or within the relevant period or

7.1.2 Where the Agency Worker has not been supplied such engagement takes place within 6 months from the date of introduction to the Hirer

7.2 The Finder's fee will be calculated as follows

7.2.1 The Finder's fee referred to in Clause 7 shall be £1000.00

7.2.2 The Period of extended hire referred to in Clause 7 before the Hirer engaged an Agency Worker shall be 13 weeks

7.3 If the Hirer wishes to engage the Agency Worker other than via the Employment Business without liability to pay a Finder's fee, the Hirer may on giving 13 weeks written notice to the Employment Business, engage the Agency Worker for the period of extended hire specified.



## TERMS AND CONDITIONS

- 7.4 During such period of extended hire the Employment Business shall supply the Agency Worker on the same terms on which they have or would have been supplied during the assignment and in any case on terms no less favourable than those which applied immediately before the Employment Business received the notice in Clause 7.2 and the Hirer shall continue to pay the charges set out in Clause 5. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the period of extended hire or the Hirer does not wish to hire the Agency Worker on the same terms as the assignment but the Agency Worker is nevertheless engaged by the Hirer, the Hirer shall pay the transfer fee, reduced by £75.00 per week that the Agency Worker is supplied by the Employment Business to the Hirer following the commencement of the notice period. If the Hirer fails to give notice of its intention to engage the Agency Worker other than via the Employment Business before such engagement commences the parties agree that the transfer fee shall be due in full.
- 7.5 Where prior to the commencement of the Hirers engagement other than via the Employment Business, the Employment Business and the Hirer agree that such engagement will be on the basis of a fixed term of less than 12 months the Employment Business may in its absolute discretion reduce the transfer fee. Such reduction is subject to the Hirer engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Workers engagement or re-engage the Agency Worker within 12 months from the commencement of the initial engagement the Employment Business reserves the right to recover the balance of the transfer fee.
- 7.6 No refund of the Finder's fee will be paid in the event that the engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates or terminates before the end of the fixed term referred to in Clause 7.4.
- 7.7 VAT is payable in addition to any transfer fee due.

## 8 Suitability Checks and Information to be provided in special situation

- 8.1.1 The Agency Worker is required by law or any professional body to have any qualifications or authorisations to work on the assignment or where the assignment involves working with, caring or



## TERMS AND CONDITIONS

attending one or more vulnerable persons the Employment Business will take all reasonable and practical steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the Agency Worker and

8.1.2 The assignment involves working with, caring for or attending one or more vulnerable persons, the Employment Business will, if requested, in addition take all reasonably practical steps to obtain and offer to provide copies to the Hirer of 2 references from persons who are not relatives of the Agency Worker and who have agreed that the references they provide may be disclosed to the Hirer, and such other reasonable practical steps are as required to confirm that the Agency Worker is suitable for the assignment. If the Employment Business has taken all reasonable practical steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps taken to obtain this information in any event.

8.2 The Hirer shall advise the Employment Business at the time of instructing the Employment Business to supply the Agency Worker whether during the course of the assignment, the Agency Worker will be required to work with, care for or attend one or more vulnerable persons or engage in activity or otherwise be working in a position covered by the safeguarding vulnerable groups act 2006 or protecting vulnerable groups (Scotland) act 2007 as applicable.

8.3 The Hirer shall assist the Employment Business by provided any information required to allow the Employment Business to comply with statutory obligations under the safeguarding vulnerable groups act 2006 or protecting vulnerable groups (Scotland) act 2007 and to allow the Employment Business to select a suitable Agency Worker for the assignment.

8.4 In particular in the event that the Hirer removes an Agency Worker from the assignment in circumstances that would require the Employment Business to provide information to the independent safeguarding authority (or equivalent) under the safeguarding vulnerable groups act 2006 or the protecting vulnerable groups (Scotland) 2007 as applicable, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its obligations.

### 9 Unsuitability of the Agency Worker

9.1 The Hirer undertakes to supervise the Agency Worker sufficiently to ensure the Hirers satisfaction with the Agency Workers standard of work. If the Hirer reasonably considers that the services of the Agency Worker are unsatisfactory, the Hirer may terminate the assignment either by instructing the Agency Worker to leave the assignment immediately, or by directing the Employment Business to remove the Agency Worker. The Employment Business may, in its absolute discretion, in such circumstances reduce or cancel the charges for the time worked by the Agency Worker, provided that he Hirer has notified the Employment Business immediately that they have asked the Agency Worker to leave the assignment or the assignment terminates

9.1.1 Within 4 hours of the Agency Worker commencing the assignment where the assignment is more than 7 hours or



## TERMS AND CONDITIONS

9.1.2 Within 2 hours for assignments of 7 hours or less

And provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the assignment.

9.2 The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that the Agency Worker supplied to the Hirer is unsuitable for the assignment and shall be entitled to terminate the assignment forthwith without prior notice and without liability. Notwithstanding the Hirer shall remain liable for such charges incurred prior to the termination of the assignment.

### 10 Termination of the Assignment

10.1 Any of the Hirer, the Employment Business or the Agency Worker may terminate an assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any charges due under Clause 5 above).

### 11 Confidentiality and Data Protection

11.1 All information relating to an Agency Worker is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

11.2 The Employment Business undertakes to keep confidential all relevant terms and conditions that the Hirer discloses to the Employment Business and not to use such information except for the purpose 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 the Agency Worker or any AWR claim).

11.3 Information relating to the Employment Business which is capable of being confidential must be kept confidential and not divulged to any third party except information which is in the public domain.

### 12 Intellectual Property rights

12.1 All copyright, trademarks, patents and other intellectual property rights deriving from the assignment shall belong to the Hirer.

12.2 Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Agency Worker shall execute all such documents and do all such acts in order to give effect to the Hirers rights pursuant to the Clause.

### 13 Liability



## TERMS AND CONDITIONS

- 13.1 Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability for the Agency Worker and to provide the same in accordance with the assignment details form as provide by the Hirer no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency Worker terminates the assignment for any reason. The avoidance of doubt, the Employment Business does not include liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 13.2 The Hirer must ensure all vehicles which the Agency Worker drives in insured for the Agency driver to drive. Should the Agency Worker be involved in any Road Traffic Collision while on Assignment, all claims will be the responsibility of the Hirer.
- 13.3 Agency Workers supplied by the Employment Business pursuant to these terms are engaged under contract of service. They are the employees of the Umbrella Company but are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the assignment. The Hirer agrees they report to take up duties and for the duration of the assignment. The Hirer agrees to be responsible for all acts, errors or omission of the Agency Worker, whether wilful, negligent or otherwise as if the Agency Worker is to fill the assignment.
- 13.4 The Hirer shall advise the Employment Business of any special Health and Safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.
- 13.5 The Hirer will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety at Work Act 1974, the management of Health and Safety at Work Regulations 1999, bylaws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect to the Hirers own staff (including the matters specifically mentioned in Clause 7 above), including in particular the provision of adequate Employers and Public Liabilities insurance cover for the Agency Worker during all assignments.
- 13.6 The Hirer shall indemnify and keep indemnified the Employment Business against any losses incurred by the Employment Business arising out of any assignment or arising out of any non-compliance and or as a result of any breach of these terms by the Hirer.
- 13.7 The Hirer shall inform the Employment Business in writing of any AWR claim comes to the notice of the Hirer.



## TERMS AND CONDITIONS

13.8 If the Agency Worker brings or threatens to bring an AWR claim, the Hirer will take such action and give such information and assistance as the Employment Business may request and within any time frame requested by the Employment Business and at the Hirer's own cost to avoid, dispute, resist, mitigate, compromise or defend any such AWR claim and to appeal against any judgement given in respect thereof.

### 14 Notices

14.1 All notices which are required to be given in accordance with these terms shall be in writing and may be delivered personally, electronically or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission when it is sent.

### 15 Severability

15.1 If any of the provisions of these terms shall be determined by any competent authority to be unenforceable to any extent, such provisions shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

### 16 Governing Law and Jurisdiction

16.1 These terms are governed by the laws of England and are subject to the exclusive jurisdiction of the courts of England.