

CANDIDATE AGREEMENT

THIS AGREEMENT dated is made BETWEEN:-

(1) CONCEPT PERSONNEL LIMITED (CN 04682213) whose registered office is at 8 Higham Place, Newcastle upon Tyne, NE1 8AF ("Concept"); and

(2) (CN)

whose registered office is at:

..... ("the Supplier").

Concept Personnel Ltd
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meets opportunity

1. DEFINITIONS

1.1 In this Agreement (unless the context otherwise requires) the following expressions shall have the following meanings:-

"Assignment" means the period during which the Supplier provides the Services via Concept to the Client;

"AWR" means the Agency Workers Regulations 2010;

"Charges" means the amounts payable by Concept to the Supplier, as set out in the Specification (as varied from time to time);

"Confidential Information" in relation to each party, means all information relating to that party's business or financial or other affairs whether in oral, documentary, electronic or other forms;

"Client" means any third party who contracts with Concept for the supply of Services;

"Data Protection Laws" means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory and regulatory provisions in force from time to time relating to the protection and transfer of personal data.

"Engagement" means the engagement, employment or use of the Supplier and/or Supplier's Personnel by the Client or by any third party to whom the Supplier and/or any Supplier's Personnel have been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, license, franchise or partnership arrangement, or any other engagement; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"IR35 Legislation" means Chapter 8 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000;

"Losses" means any liabilities, losses, actions, proceedings, charges, damages, costs, expenses (including legal expenses and professional fees and disbursements), claims and demands;

"Order" an order placed by Concept for the Services (as varied from time to time);

"Relevant Period" means

(a) the period of 8 weeks commencing on the day after the last day on which the Supplier worked for the Client having been supplied by Concept; or

(b) the period of 14 weeks commencing on the first day on which the Supplier worked for the Client having been supplied by Concept 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;

"Services" the services to be provided by the Supplier;

"Specification" the detailed description of the Services which shall be in the format included at Schedule 1;

"Supplier's Details" the details set out in Schedule 3;

"Supplier's Field" the types of work and fields of operation in which the Supplier wishes to be considered for the supply of services as described in Schedule 2;

"Supplier's Personnel" the Supplier's employees, workers, sub-contractors, agents and substitutes as appropriate;

"Transfer Fee" means a fee payable by the Client to Concept if the Client or any third party wishes to Engage the Supplier or Supplier's Personnel permitted under Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

1.2 In this Agreement:-

1.2.1 any gender includes any other gender and the singular includes the plural and vice versa;

1.2.2 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);

1.2.3 the headings are for convenience only and do not affect its interpretation;

1.2.4 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;

1.2.5 references, express or implied, to an enactment include references 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 this Agreement) from time to time; and

1.2.6 the Schedules form part of this Agreement and the expression "this Agreement" includes the Schedules.

2. AGREEMENT AND DURATION

- 2.1 Concept agrees to purchase and the Supplier agrees to provide the Services in accordance with the terms of this Agreement.
- 2.2 This Agreement is a contract for services between Concept and the Supplier for the performance of the Services by the Supplier for the Client. This Agreement shall not be construed as a contract of employment between any of the Supplier's Personnel or any representative of the Supplier supplied to carry out the Services and either Concept or the Client, and any of the liabilities of an employer arising out of an Assignment and/or the provision of the Services shall be the liabilities of the Supplier.
- 2.3 This Agreement shall commence on the date of signature of the parties and shall, subject to termination in accordance with clause 10, continue indefinitely.
- 2.4 Unless otherwise agreed in writing by Concept, commencement of the Services for the Client shall be deemed acceptance by the Supplier of the terms of this Agreement.
- 2.5 The Supplier warrants that it and the Supplier's Personnel are in a professional or business undertaking carried out by those individuals and that the Client is a client or customer of these individuals. It further warrants that it accepts that, as such, no member of the Supplier's Personnel is an agency worker as defined under the AWR, that the Supplier is not a temporary work agency within the meaning of the AWR and that the AWR do not apply in relation to this Agreement or any Assignment under this Agreement. Accordingly, the Supplier and/or the Supplier's Personnel are outside the scope of the AWR and shall not be entitled to equality in basic employment and working conditions or access to collective facilities and amenities of the Client pursuant to the AWR. The Supplier shall indemnify and keep indemnified Concept (or, as the case may be, the Client) against any Losses Concept (or the Client) may suffer or incur as a result of any claim made by or on behalf of any member of the Supplier's Personnel under the AWR.
- 2.6 The Supplier acknowledges to Concept that the Services are supplied to Concept as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Supplier's Personnel (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Services are provided) shall fall upon and be discharged wholly and exclusively by the Supplier.
- 2.7 Nothing in this Agreement shall render any member of the Supplier's Personnel an employee or worker of either Concept or the Client. The Supplier shall ensure that none of the Supplier's Personnel holds themselves out as an employee or worker of either Concept or the Client. In the event that any person should seek to establish any liability or obligation upon Concept on the grounds that the Supplier's Personnel are an employee/employees or worker/workers of Concept or the Client, the Supplier shall upon demand indemnify Concept and keep it indemnified in respect of any such liability or

obligation and any related Losses which Concept or the Client shall incur.

- 2.8 Subject to any provision to the contrary in the Specification, the Supplier shall provide the Services and subject to the prior written approval of the Client (which will not be unreasonably withheld or delayed) shall be entitled to assign or sub-contract the performance of the Services provided that Concept and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by this Agreement.
- 2.9 Save as otherwise stated in this Agreement, the Supplier shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way conflicts with or is to the detriment of the supply of its services to the Client or amounts to a breach of this Agreement.
- 2.10 The Supplier shall, subject to any provision to the contrary in the Specification, be permitted to determine how it will provide the Services and, subject to complying with any reasonable operational requirements of the Client, will have the flexibility to determine the number of hours required to provide, and the times during which it will provide, the Services. The Supplier will be at liberty to determine the location at which the Services will be provided, but where the Services are undertaken at the Client's site, the Supplier will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to that site.
- ## 3. PROVISION OF SERVICES
- 3.1 Concept shall contact the Supplier to place an Order.
- 3.2 Concept is under no obligation to place any Orders with the Supplier.
- 3.3 The Supplier is under no obligation to accept any Order which may be offered to the Supplier.
- 3.4 Concept and the Supplier acknowledge that there is no intention to create mutuality of obligation during any Assignment or between Assignments.
- 3.5 Prior to placing any Order the Supplier shall provide Concept with details of the Supplier's Personnel who, in the opinion of the Supplier, are capable of supplying the Services and which comply with the Specification.
- 3.6 No binding agreement for the provision of the Services shall exist in respect of any Order unless or until it has been confirmed by Concept in writing, subject to any changes which the parties may agree.
- 3.7 When confirmed pursuant to clause 3.6, each Order shall constitute a separate contract between Concept and the Supplier subject to the terms of this Agreement.
- 3.8 In the event of any inconsistency between the terms of this Agreement and any Order, the terms of this Agreement shall take precedence.
- 3.9 Following confirmation of any Order pursuant to clause 3.6 the Supplier shall perform the Services in accordance with the Specification and such instructions

- as Concept and the Client may give from time to time.
- 3.10 The Supplier shall ensure that the Supplier's Personnel perform the Services in accordance with the Specification and the terms of this Agreement.
- 3.11 If before or during the Assignment or during the Relevant Period, the Client wishes to Engage the Supplier or any Supplier's Personnel directly or through another employment business, the Supplier acknowledges that Concept will be entitled either to charge the Client a Transfer Fee or to agree to a Period of Extended Hire with the Client at the end of which the Supplier or the Supplier's Personnel (as appropriate) may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition Concept will be entitled to charge a Transfer Fee to the Client if the Client introduces the Supplier or any Supplier's Personnel to a third party (other than another employment business) who subsequently Engages the Supplier or any Supplier's Personnel before or during an Assignment or within the Relevant Period.
- 4. PRICE AND PAYMENT**
- 4.1 Subject to the provisions of this clause 4, in consideration of the Supplier providing the Services, Concept agrees to pay the Charges.
- 4.2 Concept expects to achieve a minimum rate of £ Per Hour for the Supplier. However, there is no guarantee that this rate will be achieved. The actual rate shall be the Charges, which shall be agreed prior to the commencement of an Assignment.
- 4.3 Charges are exclusive of value added tax and inclusive of all other applicable taxes, duties and levies. The Supplier shall be responsible for any PAYE Income Tax and National Insurance contributions and any other taxes and deductions payable in respect of the Supplier's Personnel for the provision of the Services.
- 4.4 Concept shall not be obliged to pay the Supplier for any periods during which the Services are not provided, whether this is due to the Supplier being unable to provide the Services or where the Client does not require the Services or otherwise in respect of holidays, illness or other absence of the Supplier's Personnel.
- 4.5 To enable Concept to validate invoices and process payments the Supplier shall provide Concept with a completed timesheet, authorised by the Client.
- 4.6 The Supplier's invoice should be received by Concept by no later than [insert time] on [insert date] following the month to which it relates. Invoices raised by the Supplier shall bear the Supplier's name, company registration number and VAT number and shall state any VAT due on the invoiced sum. Invoices shall be paid in accordance with the Supplier's Details.
- 4.7 Charges shall only be payable in respect of Services reflected in approved timesheets. Concept may seek confirmation from the relevant Client(s) that the reported day(s) or hours (as the case may be) have been worked. Concept shall not be obliged to make any payment to the Supplier if such confirmation is not forthcoming, until such time as reasonable checks can be made that the work has been properly completed by the Supplier.
- 4.8 In the event the Supplier is unable to produce a timesheet signed by the Client in respect of any work for which Charges are claimed, or if the information provided to Concept by the Client is inaccurate or incomplete, Concept shall be entitled to delay payment of such Charges for such period as is reasonable to enable Concept to make reasonable enquiries to verify the hours worked by the Supplier or until full and accurate information is provided. Concept shall make no payment to the Supplier for work not carried out.
- 4.9 Any Services which the Supplier performs which are additional to those specified in Schedule 1 shall be the subject of an additional charge at the Supplier's standard Charges then prevailing, subject to prior agreement in writing with Concept.
- 4.10 Subject to Clauses 4.4, 4.5 and 4.7 Concept undertakes to make payment to the Supplier regardless of whether Concept has received payments from the Client in respect of the Services provided.
- 4.11 Without prejudice to Clauses 7 and 8, if in the reasonable opinion of Concept or the Client any Services provided by the Supplier are unsatisfactory or not in accordance with this Agreement the Supplier may be required as soon as may be reasonably practicable to perform the Services again (or the part or element in question) free of charge or, at the option of Concept the Charges payable in respect of such Services may be withheld.
- 4.12 Concept shall pay the Charges to the Supplier and not to any third party or member of the Supplier's Personnel or any sub-contractor or assignee.
- 4.13 Concept shall not be liable for any payments to the Supplier except for Services already performed should any Order or this Agreement terminate prior to the actual or likely end date set out in the Specification.
- 4.14 The Supplier shall bear the cost of any training which the Supplier's Personnel may require in order to perform the Services.
- 5. AGENT'S ROLE**
- 5.1 Concept shall act as an employment business (as defined in section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Supplier for Assignments with its Clients.
- 5.2 Without being under any obligation to the Supplier in this respect, Concept shall use reasonable endeavours to promote the Supplier for Assignments in the Supplier's Field.
- 5.3 Concept is under no obligation to offer work to the Supplier and the Supplier is under no obligation to accept any work which may be offered by Concept. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performances of Services under the Specification.
- 6. SUPPLIER'S OBLIGATIONS AND WARRANTIES**
- 6.1 The Supplier warrants to Concept:-
- 6.1.1 that the Supplier's Personnel possess the required knowledge, expertise, skills, experience, qualifications and any authorisations detailed in the Specification and which are required by law or a professional body necessary to perform the Services (as detailed in the

- Specification) and shall provide such information about or evidence of that knowledge, expertise, experience, skills, qualifications or authorisations as Concept shall require;
- 6.1.2 that the individual(s) who will perform the Services are willing and able to do so;
- 6.1.3 that the Supplier is aware of and will comply with all and any legal, regulatory and/or professional requirements that must be satisfied in performing the Services;
- 6.1.4 that it knows of no reason why it would be detrimental to the interests of the Client for the Supplier or any of the Supplier's Personnel to perform the Services;
- 6.1.5 that the Services will meet the requirements of the Specification and shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Client to expect in all the circumstances;
- 6.1.6 that all and any information regarding the Supplier's knowledge, expertise, skills, experience, training, qualifications and authorisations provided to Concept is complete and accurate and up to date and may be relied upon by Concept and its Clients for the purpose of assessing the suitability of the Supplier and any Supplier's Personnel referred to for the provision of services generally;
- 6.1.7 that the Supplier will, when utilising any of its own equipment or intellectual property in carrying out the Services, ensure that any security requirements reasonably required by the Client are complied with;
- 6.1.8 that it shall comply with all the requirements of the VAT legislation;
- 6.1.9 that it shall and shall procure that the Supplier's Personnel comply with all relevant legal obligations, including but not limited to statutory obligations;
- 6.1.10 that the Supplier and the Supplier's Personnel shall comply with any relevant legislation or regulations relating to the Specification, the working environment or such rules or site policies as may be notified to it by Concept or the Client relating to the Client's premises or general operations from time to time in force (including but not limited to those relating to health and safety to the extent to which they are reasonably applicable to the Supplier and the Supplier's Personnel);
- 6.1.11 that any intellectual property rights of whatever nature and whether registered or not, which may be created by the Supplier in the course of performing the Specification, will be transferred from the Supplier to the Client or to whomsoever as the Client may require;
- 6.1.12 by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party; and
- 6.1.13 the Supplier is not a "managed service company" as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with the IR35 Legislation.
- 6.2 The Supplier shall retain responsibility for the Supplier's Personnel. In particular, Concept acknowledges that the Supplier's Personnel are professionals who will use their own initiative as to the manner in which the Services are delivered and will not be subject to supervision, direction or control from Concept as to the manner in which they provide those Services to the Client.
- 6.3 The Supplier consents to the submission to the Client or any potential client by Concept, in its absolute discretion, of such information relating to the Supplier, its business and the Supplier's Personnel as Concept may consider appropriate for consideration by the Client or potential client in relation to the supply or potential supply of services by the Supplier.
- 6.4 The Supplier shall in performing the Services:-
- 6.4.1 comply with the Specification unless agreed otherwise in writing in accordance with clause 7.3 below; and
- 6.4.2 submit [weekly/monthly] timesheets in such format as Concept may require approved by the Client to Concept to provide a record of the work done by the Supplier's Personnel.
- 6.5 The Supplier shall ensure that it takes out and maintains valid and adequate Public and Employer's Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Supplier and the Supplier's Personnel at a sufficient level to cover the Supplier's potential liability under this Agreement which shall remain in force throughout the duration of the Agreement. The Supplier shall upon request from Concept provide proof that such insurances are effective and evidence that the premiums are paid up to date.
- 6.6 The Supplier shall inform Concept immediately if:
- 6.6.1 a Client directly offers to engage the Supplier or any of the Supplier's Personnel (whether on a temporary or permanent basis and whether as an employee, worker or self-employed and whether via another agent or employment agency);
- 6.6.2 at any time a complaint is brought by a Client or any other person, firm, company or body against the Supplier or any of the Supplier's Personnel;
- 6.6.3 either before or during the course of an Assignment, the Supplier becomes aware of any reason why the Supplier or any of the Supplier's Personnel may not be suitable for an Assignment; or
- 6.6.4 it comes to the attention of the Supplier that the Services are required to perform the duties of any worker taking part in an industrial dispute.
- 6.7 The Supplier shall procure that the Supplier's Personnel, any sub-contractor or assignee performing the Services warrant that they are not and do not operate as "managed service companies" as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 and that where the Services are performed by a company, then this is a personal service company which is compliant in all respects with the IR35 Legislation.
- 6.8 The Supplier warrants to Concept that the Supplier's Personnel have consented in writing to Concept, any other intermediary involved in supplying the services of the Supplier and the Supplier's Personnel to the Client (now or in the future) and to the Client:
- 6.8.1 processing the Supplier's Personnel's personal data for purposes connected with the provision of the Services and pursuant to this Agreement; and

- 6.8.2 exporting and/or processing the Supplier's Personnel's personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of this Agreement.
- 6.9 The Supplier shall be liable for any defects arising in relation to the Services and shall rectify at its own cost such defects as may be capable of remedy within a reasonable period from notification of such defects by either Concept or the Client.
- 6.10 The Supplier acknowledges that any breach of its obligations set out in this clause 6 may cause Concept to suffer Loss and Concept reserves the right to recover such Losses from the Supplier.
- 7. UNSATISFACTORY SUPPLY AND SUBSTITUTION**
- 7.1 In the event that the Client reports its dissatisfaction with the Supplier to Concept or the Supplier the Supplier shall upon being so notified take whatever reasonable steps are necessary to remedy the situation. This may include requiring substitution of the Supplier's Personnel performing the Services with another or others of the Supplier's Personnel acceptable to the Client. If the Client or Concept considers the situation is not capable of remedy, Concept or the Client may terminate the Order with immediate effect without any liability to the Supplier.
- 7.2 In the event that the Client is dissatisfied with the Services supplied, the Client may instruct the Supplier's Personnel to leave its premises immediately. The Supplier must ensure that the Supplier's Personnel comply with such instructions and any other reasonable requirements of the Client.
- 7.3 The nature of the Services to be supplied, their timing and location may be changed by agreement in writing between the Client and Concept. However, no additional charges shall be payable to the Supplier unless Concept receives reasonable prior notice of such changes and provided only that the Client has agreed in writing with Concept to pay such additional charges as Concept shall determine.
- 7.4 The Supplier shall have the right to supply one or more substitutes of equivalent expertise to work in place of the Supplier's Personnel providing the Services. The Supplier acknowledges that the Client has the right, under its contract with Concept, to refuse to accept the substitute personnel if in the reasonable view of the Client, the substitute personnel have insufficient qualifications or expertise to carry out the Services.
- 7.5 Where substitution of personnel occurs pursuant to this clause 7, the other terms and conditions of this Agreement and the Specification, and in particular (but not limited to) the rate to be paid for the personnel will remain unchanged, unless adjusted in accordance with 7.3 above.
- 7.6 In the event that the Supplier cannot provide either the original personnel or acceptable substitute personnel, the Client or Concept is entitled to terminate the Order with immediate effect.
- 8. INDEMNITY**
- The Supplier shall indemnify and keep indemnified Concept in full against all Losses awarded against, suffered, incurred or paid by Concept as a result of or in connection with:-
- 8.1 breach of any warranty given by the Supplier in relation to the Services;
- 8.2 any claim that the Services infringe the intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by Concept;
- 8.3 any liability under regulations relating to hazardous substances or under the Environmental Protection Act 1990 in respect of the Services; and
- 8.4 any act or omission of the Supplier or the Supplier's Personnel in supplying and performing the Services or any assignee to whom the Supplier assigns the performance of the Services, including any injury, loss or damage to persons caused or contributed to by any of their negligence or by faulty design, workmanship or materials (except to the extent that the injury, loss or damage is caused by the negligent act or omission of Concept);
- 8.5 any claim from any of the Supplier's Personnel for payment arising out of or in connection with the performance, or non-performance, of the Services or in any way connected with this Agreement;
- 8.6 any and all claims from one or more of the Supplier's Personnel that they are an employee or worker of either Concept or the Client;
- 8.7 any and all claims (whether valid or invalid, costs, expenses or liabilities, damages, actions, and judgments (including legal fees on a full indemnity basis), together with any VAT thereon arising out of, connected with, or resulting from any actual or alleged non-compliance with, and/or as a result of any breach or alleged breach of, the AWR by the Supplier, Concept and/or the Client in relation to this Agreement; and
- 8.8 any proceedings, claims or demands by any third party (including but not limited to HM Revenue and Customs and any successor, equivalent or related body pursuant to the IR35 Legislation and/or any of the provisions of Chapter 9 and/or Section 688A of the Income Tax/ Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating there to.
- 9. LIABILITY OF CONCEPT**
- 9.1 The following sets out the entire financial liability of Concept to the Supplier (including any liability for the acts or omissions of employees, agents or subcontractors) in respect of any breach by Concept of this Agreement, any breach of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, non or incomplete performance or contemplated performance by Concept of this Agreement and negligence for which Concept is liable.
- 9.2 The total liability of Concept to the Supplier and in respect of all claims in relation to any Order shall not exceed the Charges specified in the relevant Specification.
- 9.3 Concept shall in no circumstances be liable to the Supplier for any loss of profits, loss of business or production, depletion of goodwill and any indirect loss, damage, costs or expenses whatsoever arising out of or in connection with the performance of the Services.
- 9.4 Notwithstanding anything to the contrary, Concept's liability to the Supplier for death or personal injury

resulting from the negligence of Concept, its employees, agents or sub-contractors, or fraud shall not be limited.

10. TERMINATION

- 10.1 The Supplier may terminate an Order or this Agreement without notice.
- 10.2 A party (the "Non-Defaulting Party") may terminate this Agreement with immediate effect by written notice to the other party (the "Defaulting Party") on or at any time after the occurrence of an event specified in clause 10.3.
- 10.3 The events are:-
- 10.3.1 the Defaulting Party is in material breach of this Agreement and that breach cannot be remedied;
- 10.3.2 the Defaulting Party is in material breach of an obligation under this Agreement which can be remedied but the Defaulting Party fails to do so within 14 days starting on the day after receipt of written notice from the Non-Defaulting Party;
- 10.3.3 the Defaulting Party stops payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts;
- 10.3.4 the Defaulting Party becomes or is declared insolvent or a resolution is passed for the winding up of the Defaulting Party or the Defaulting Party convenes a meeting of its creditors or makes or proposes to make any arrangement or composition with its creditors or any person takes any step to appoint an administrator or a liquidator, an administrative receiver, a receiver, manager, trustee, custodian or analogous officer is appointed in respect of all or any part of its property, undertaking or assets; or
- 10.3.5 the Non-Defaulting Party reasonably believes that any of the events mentioned above is about to occur in relation to the Defaulting Party and notifies the Defaulting Party accordingly.
- 10.4 Concept or the Client may terminate an Order with immediate effect without notice.
- 10.5 Concept may terminate this Agreement at any time with immediate effect without notice and without liability.
- 10.6 Following termination of an Order or this Agreement or at any time upon request by the Client, the Supplier and the Supplier's Personnel shall leave the Client's premises immediately.
- 10.7 Termination of an Order or this Agreement shall be without prejudice to any rights of Concept or the Client which have accrued prior to or as a result of termination or which are expressed to continue following such termination.

11. CONFIDENTIALITY

- 11.1 Both parties will take all reasonable steps to ensure that any Confidential Information which is supplied to the other party under this Agreement remains confidential to the parties. Such Confidential Information will only be made available by the parties to those personnel who have a reasonable need to know of it and the Confidential Information or copies thereof will not be made available to any third parties except for professional advisers in confidence or if

required by law or as detailed at clause 11.6. Either party is entitled to demand the return of all copies of any such Confidential Information within 7 days by giving the other party written notice.

- 11.2 This obligation of confidentiality will continue to have effect after the cessation or other termination of this Agreement.
- 11.3 At the end of an Assignment or on the cessation or earlier termination of this Agreement, the Supplier shall return to the Client or Concept (as directed) all Confidential Information or other information which has been provided to it and all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Supplier's Personnel during the course of an Assignment.
- 11.4 The Supplier agrees on its own part and on behalf of the Supplier's Personnel not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under the Assignment in which event any such item shall belong to the Client or Concept as appropriate.
- 11.5 Both parties undertake that any Confidential Information which is received from the other party under this Agreement will only be used for the purposes of this Agreement.
- 11.6 The Supplier expressly acknowledges that Concept shall be entitled to disclose the Supplier's Confidential Information to the Client (or potential Clients), as Concept deems appropriate.
- 11.7 The Supplier shall not and shall procure that the Supplier's Personnel shall not at any time (whether during or after an Assignment) disclose to any person, firm or company or use for its own or any other person's benefit, any trade secrets or Confidential Information in relation to any Client or Concept gained during or in connection with an Assignment or otherwise.
- 11.8 The Supplier shall procure that each of the Supplier's Personnel working under an Assignment enter into such confidentiality agreements with Concept and/or the Client as may be required from time to time.
- 11.9 This clause 11 shall not apply to Confidential Information which is already in the public domain at the time when it is provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the Confidential Information becomes public knowledge through no fault of the other party.

12. CRIMINAL RECORDS BUREAU CHECKS

- 12.1 Due to the sensitive nature of some Assignments the Supplier may be required to disclose details of any criminal record in relation to the Supplier's Personnel. Only relevant convictions and other information will be taken into account so disclosure need not necessarily be a bar to obtaining an Assignment.
- 12.2 Pursuant to clause 12.1 the Supplier's Personnel shall, if requested, inform Concept if they have ever been convicted by the courts or cautioned, reprimanded

- or given a final warning by the police and to provide details to Concept.
- 12.3 Where the nature of any Assignment is such that it is appropriate for Concept or the Client to seek a Disclosure from the Criminal Records Bureau ("CRB") the Supplier's Personnel shall co-operate in completing the necessary documentation in order to enable Concept or the Client to seek a Disclosure of appropriate information about the Supplier's Personnel from the CRB.
- 12.4 In such cases the offer of an Assignment is subject to and conditional upon a satisfactory CRB check. Information received from the CRB will be assessed to determine the Supplier's Personnel's suitability for performance of the Services. If, following such assessment, Concept or the Client concludes that the Supplier's Personnel are unsuitable for the position the offer of an Assignment will be withdrawn.
- 13. DATA PROTECTION**
- 13.1 Concept conforms fully to the requirements of data protection legislation. To enable Concept to advise the Supplier from time to time of details of suitable Assignments as they become available Concept maintains records of Suppliers for a period of 24 months from the date of the last Assignment.
- 13.2 In the course of Concept's dealings with the Supplier Concept will collect, retain and process personal information about the Supplier and the Supplier's Personnel for the purposes of finding suitable Assignments. In addition, Concept may also use personal information about the Supplier's Personnel so that it can monitor compliance with the law and best practice, for example in relation to equal opportunities and non-discrimination.
- 14. INTELLECTUAL PROPERTY RIGHTS**
- The Supplier acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Services carried out by the Supplier and the Supplier's Personnel and any third party to whom this Agreement is assigned or sub-contracted for the Client during the Assignment shall belong to the Client. Accordingly the Supplier shall (and shall procure that any relevant member of the Supplier's Personnel shall) execute all such documents and do all such acts as Concept shall from time to time require in order to give effect to its rights pursuant to this clause.
- 15. AWR CLAIMS**
- 15.1 Concept and the Supplier shall inform the other in writing of any oral or written complaint it receives which is or may be a complaint associated with the rights of the Supplier's Personnel or the rights and obligations of the Supplier pursuant to the AWR or any written request for information under Regulation 16 of the AWR within 7 days of receipt. Further, the parties will cooperate to resolve any such complaint or provide any such information to the Supplier and/or the Supplier's Personnel within 28 days of such complaint or request.
- 15.2 Concept and the Supplier shall inform the other of any claim brought by or on behalf of the Supplier's Personnel relating to the AWR as soon as possible and no later than five working days from the date of receipt.
- 15.3 Without prejudice to the provisions of clause 8.7, the Supplier undertakes to take all action at its own cost (including all information and assistance requested by Concept) within any reasonable time period requested by Concept to avoid, defend, mitigate or compromise any claim brought by or on behalf of any or all of the Supplier's Personnel relating to the AWR.
- 16. DISCLAIMER**
- Concept makes no representation nor does it accept any responsibility for ensuring that the terms of this contract are an accurate reflection of the relationship between the Client and the Supplier. Furthermore Concept accepts no liability to indemnify the Supplier for any Losses incurred by the Supplier whether by reason of tax or other statutory or contractual liability to any third party arising from the Assignment.
- 17. GENERAL**
- 17.1 The relationship between the parties is one between independent businesses acting at arms length, and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.
- 17.2 The parties acknowledge that the Supplier's Personnel are exclusively under the control and direction of the Supplier and as such have no relationship whether contractual or otherwise with either Concept or the Client. The Supplier's Personnel are not employees or workers of Concept or Client and as such are not entitled to any payment direct from Concept or Client whether in respect of work done, holidays, sickness absence or otherwise. The Supplier is solely responsible for any payments due to the Supplier's Personnel and shall be treated as the employer of the Supplier's Personnel for all purposes, including without limitation, under the Working Time Regulations 1998, the National Minimum Wage Act 1998 and the Employment Rights Act 1996.
- 17.3 Concept shall not be liable to the Supplier or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of Concept's obligations under this Agreement, if the delay or failure was due to any cause beyond Concept's reasonable control.
- 17.4 The terms of this Agreement and any Specification(s) represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.
- 17.5 The terms of this Agreement or of any Specification provided under this Agreement may only be varied where the variation is recorded and agreed in writing by both parties.
- 17.6 Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 17.7 Concept may transfer, delegate or assign its rights under this Agreement and sub contract its obligations.
- 17.8 If any provision of this Agreement shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be

severed from the remainder of this Agreement which shall remain in full force and effect to the extent permitted by law.

17.9 Save as set out in clause 17.10, this Agreement does not create, confer or purport to create or confer any benefit or right enforceable by any person not a party to it (except that a person who is a permitted successor to or assignee of the rights of a party to this Agreement shall be deemed to be a party to this Agreement).

17.10 The Client shall be entitled to rely on and enforce the provisions of clause 2.5 and any indemnities given by the Supplier in favour of the Client, notwithstanding that the Client is not a party to this Agreement.

17.11 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Signed:

duly authorised for and on behalf of CONCEPT PERSONNEL LIMITED in the presence of:-

.....

Signed:

duly authorised for and on behalf of in the presence of:-

.....

SCHEDULE 1
("The Specification")

SUPPLIER:	
SUPPLIER'S PERSONNEL:	
CLIENT:	
NATURE OF CLIENT'S BUSINESS:	
MINIMUM QUALIFICATIONS, AUTHORISATIONS, TRAINING AND EXPERIENCE REQUIRED:	
SERVICES TO BE PERFORMED:	
LOCATION / WHERE SERVICES WILL BE PERFORMED:	
HOURS DURING WHICH SERVICES WILL BE PERFORMED:	
CHARGES:	
INVOICING FREQUENCY:	
EXPENSES (IF APPROPRIATE):	
HEALTH AND SAFETY RISKS:	
ANY OTHER SPECIAL PROVISIONS:	
START DATE FOR PROVISION OF SERVICES:	
ESTIMATED END DATE FOR PROVISION OF SERVICES OR LIKELY DURATION:	
FIRST REVIEW DATE:	
SUBSEQUENT REVIEW DATES (IF NECESSARY)	

Payment shall only be made for hours worked. Time spent travelling to the Client's premises or the location at which the Services are to be performed, lunch breaks and rest breaks shall not be paid.

This Order is subject to the terms of the Agreement dated signed between Concept and Supplier.

Signed: (for and on behalf of Concept)

Print Name:

Signed: (for and on behalf of Supplier)

Print Name:

Date:

SCHEDULE 2
Supplier's Field

SCHEDULE 3
Supplier Details

SUPPLIER NAME:															
SUPPLIER CONTACT:															
TELEPHONE NUMBER:															
EMAIL ADDRESS :															
ADDRESS:															
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