

CLIENT AGREEMENT

THIS AGREEMENT datedis made BETWEEN:-

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

(2) (CN)

whose registered office is at:

..... ("the Client").

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Company reg: 4682213



1. DEFINITIONS

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

- "Agency Services" means the services to be provided by the Agent from time to time pursuant to this Agreement relating to the sourcing of Suppliers and procuring their supply of the Contract Services to the Client;
- "AWR" means the Agency Workers Regulations 2010;
- "Assignment" means the period during which the Supplier is supplied to provide the Contract Services to the Client;
- "Candidate" means a company, details of which the Agent may submit to the Client for consideration for the supply of the Contract Services;
- "Candidate's Personnel" includes the Candidate's employees, workers, subcontractors, agents or workers;
- "Charges" means the amounts payable by the Client to the Agent for the Agency Services, as set out in the Specification;
- "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;
- "Contract Services" means the services to be procured by the Agent for the Client, details of which are included in the Specification;
- "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 with respect to the Supplier, the Supplier's Personnel or any Candidate or Candidate's Personnel (as the case may be) their engagement, employment or use by the Client directly or through any other employment business other than the Agent on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise, partnership arrangement or any other engagement and "Engage", "Engages", "Engaged" shall be construed accordingly;
- "Introduction" with respect to any Candidate or

- Candidate's Personnel means (i) their meeting by the Client in person or by telephone, following the acceptance of an Order or (ii) the passing to the Client of a curriculum vitae or information which identifies them to the Client whichever is earlier and "Introduced" shall be construed accordingly;
- "Order" means an order by the Client for the Contract Services;
- "Relevant Period" means whichever of the following periods ends later, namely:-
 - (a) the period of 8 weeks commencing on the day after the day on which the Supplier or any of the Supplier's Personnel last worked for the Client pursuant to being supplied by the Agent ; or
 - (b) the period of 14 weeks commencing on the first day on which the Supplier or the Supplier's Personnel worked for the Client pursuant to the supply of the Supplier or the Supplier's Personnel to the Client by the Agent, save that no account shall be taken of any supply that occurred prior to a period of more than 42 days during which the Supplier or the Supplier's Personnel did not work for the Client in assessing the first day of work.
- "Specification" means the detailed description of the Contract Services in the format set out in Schedule 1;
- "Supplier" means such Candidate(s) as may be engaged by the Agent to supply the Contract Services in accordance with an Order; and
- "Supplier's Personnel" includes the Supplier's employees, workers, sub-contractors, agents and substitutes where appropriate.

- 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 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) under it from time to time;
- 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 the headings are for convenience only and do not affect its interpretation; and
- 1.2.6 the Schedule forms part of this Agreement and the expression "this Agreement" includes the Schedule.

2. AGREEMENT AND DURATION

- 2.1 The Client agrees to purchase and the Agent agrees to provide the Agency Services in accordance with the terms of this Agreement.
- 2.2 This Agreement shall commence on the date of its signature by the parties and shall, subject to termination in accordance with clause 10, continue for an indefinite period.
- 2.3 The provisions of this Agreement are deemed to be accepted by the Client by virtue of the Client's request for, meeting with or Engagement of any of the Supplier, the Supplier's Personnel or any Candidate or Candidate's Personnel (as the case may be) or the passing of any information about them to any third party following an Introduction.
- 2.4 The Agent confirms that it has been told by the Supplier that:
- a) the Supplier 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 those individuals; and
- b) the Supplier accepts that, as such, the Supplier's Personnel are not agency workers and the Supplier is not a temporary work agency within the meaning of the AWR. Accordingly, the Client and the Agent agree that any Orders and Assignments shall be carried out on the basis that the Supplier and the Supplier's Personnel are outside the scope of the AWR and as such 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.

3. CALL-OFF PROCEDURE

- 3.1 The Client shall contact the Agent in writing/by e-mail/ by telephone to place an Order. Each Order constitutes an offer by the Client to purchase the Agency Services (which shall include the purchase of such Contract Services as are more particularly described in the Order and the accompanying Specification) subject to this Agreement.
- 3.2 The Agent is under no obligation to accept any Order which may be submitted by the Client.
- 3.3 Following receipt of each Order, if the Agent considers itself capable of sourcing an appropriate supplier for the Contract Services concerned, the Agent shall provide to the Client an estimate of the anticipated period of time required to select a suitable Candidate or Candidates for referral to the Client pursuant to clause 4.
- 3.4 No binding agreement for the provisions of the Agency Services shall exist in respect of any Order unless or until it has been accepted by the Agent in writing, subject to

any changes which the parties may agree.

- 3.5 When accepted by the Agent each Order shall constitute a separate contract between the Agent and the Client subject to the terms of this Agreement.
- 3.6 In the event of any inconsistency between the terms of this Agreement and any Order, the terms of this Agreement shall take precedence.

4. PROVISION OF SERVICES

- 4.1 Following acceptance by the Agent of an Order, the Agent shall (within such period as may have been agreed pursuant to clause 3.3) endeavour to provide the Client with details of a selection of Candidates who, in the reasonable opinion of the Agent, are capable of supplying the Contract Services.
- 4.2 The Agent may, at its discretion, place such advertisements as the Agent considers to be appropriate seeking applications from Candidates that consider themselves to be suitable suppliers of the Contract Services. The Client agrees to such advertising by the Agent of the Contract Services under each Order unless stipulated otherwise in the Specification. For the avoidance of doubt, should the Client not agree to the advertising of the Contract Services, the Agent shall not be deemed to be in breach of this Agreement if the Agent is unable to source suitable Candidates.
- 4.3 Subject to agreement by the Client (in advance), the cost of advertising pursuant to clause 4.2 shall be payable by the Client in full upon receipt of any invoice raised by the Agent.
- 4.4 Following the selection as a Supplier by the Client of one or more of the Candidates referred by the Agent for the provision of the Contract Services pursuant to this clause 4, the Agent shall be responsible for facilitating the supply by the Supplier of the Contract Services in accordance with the Specification subject to the terms of this Agreement.

5. PRICES AND PAYMENT

- 5.1 In consideration of the Agent providing the Agency Services, the Client agrees to pay the Charges, subject always to the provisions of clause 14.
- 5.2 The Charges shall be calculated in accordance with the Specification. The Charges represent the rate paid to the Supplier as accrued from time to time in accordance with this Agreement, plus commission charged by the Agent.
- 5.3 The Client acknowledges that the Agent retains the right to review and vary the Charges at any time by giving written notice to the Client.
- 5.4 The Charges are exclusive of value added tax and all other applicable taxes, duties and levies which will be charged and invoiced to the Client in addition.
- 5.5 The Charges shall only be payable under any Order if and when a Candidate which has been referred by the Agent to the Client is engaged by the Client as a Supplier and commences the provision of the Contract Services to which such Order relates.
- 5.6 Charges shall be paid upon receipt of the Agent's invoice. Invoices shall be raised when the Supplier has completed an Assignment with the Client, unless such Assignment lasts for longer than one week, or the Agent supplies a number of Suppliers to the Client at

- any time in respect of the same Assignment, in which case the Agent shall raise an invoice in accordance with the Specification during the relevant Assignment. Invoices are not subject to discounts, reductions or rebates of any kind, including but not limited to any counterclaim or set off.
- 5.7 Any Contract Services which the Supplier may be required to perform which are not expressly identified under the Specification shall be the subject of an additional or revised charge which shall be notified by the Agent to the Client in advance.
- 5.8 If the Client is overdue with any payment owing under this Agreement then, without prejudice to any other right or remedy available to the Agent:-
- 5.8.1 the Client will be liable to pay statutory compensation for debt recovery costs and interest (before and after judgment) on the overdue amount at an annual rate of 8% above the prevailing base lending rate of the Bank of England, which interest will accrue on a daily basis from the date payment becomes due until the Agent has received full payment of the amount due together with all accrued interest; and
- 5.8.2 The Agent shall on giving notice to the Client be entitled to suspend the supply of the Agency Services and also the provision by the Supplier of any Contract Services pursuant to any Order placed by the Client pursuant to this Agreement until all amounts outstanding have been paid in full.
- 5.9 There are no refunds payable in respect of the Charges.
- 6. CLIENT'S OBLIGATIONS AND WARRANTIES**
- 6.1 The Client is not obliged to place any Orders with the Agent or to engage any of the Candidates which may be referred to the Client by the Agent.
- 6.2 The Specification in respect of each Order shall provide the Agent with a clear and precise description of the Client's requirements relating to the Contract Services to be provided. In particular, the Client shall provide the following information to the Agent prior to any Introduction:-
- 6.2.1 the identity and nature of the Client's business;
- 6.2.2 the proposed commencement date for the Contract Services;
- 6.2.3 if appropriate, the duration, or likely duration, of the Assignment;
- 6.2.4 details of the Contract Services, including the type of work, hours of work and any specific requirements in relation to location;
- 6.2.5 the number of personnel required to provide the Contract Services;
- 6.2.6 any experience, training qualification or authorisation which the Client considers necessary, or which is required by law, or by any professional body for the Supplier's Personnel to provide the Contract Services;
- 6.2.7 any potential health and safety risks associated with or which may be experienced by any personnel providing the Contract Services together with the steps taken by the Client to prevent or control such risks; and
- 6.2.8 details of any expenses payable to the Supplier.
- 6.3 The Client will provide the Agent with such assistance as may be required to enable the Agent adequately to perform its obligations arising out of this Agreement or any Order.
- 6.4 The Client acknowledges that the Supplier shall be permitted to determine how it will provide the Contract Services and shall have the flexibility to determine the number of hours required and the times worked, to carry out the Contract Services, subject to (a) the Supplier complying with any reasonable operational requirements of the Client and (b) any provisions to the contrary in the Specification.
- 6.5 The Client acknowledges that, subject to any provisions to the contrary in the Specification, the Supplier may supply any of the Supplier's Personnel to perform the Services and where the Supplier is unable to provide any part of the Contract Services for any reason, the Supplier shall be entitled to assign or sub-contract the performance of the Contract Services provided that the Agent and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Contract Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgments under and obligations imposed by the agreement between the Supplier and the Agent.
- 6.6 The nature of the Contract Services to be supplied, their timing and/or location may be changed by agreement in writing between the Client and the Agent, provided always that the Agent receives reasonable prior notice of such changes and the Client agrees to pay any revised or additional charges of the Agent and/or the Supplier which may arise as a result.
- 6.7 At the end of each [week/month] of the Assignment or on completion or termination of the Assignment (whichever may be the earlier) the Client shall sign the Supplier's timesheet in such form as the Agent may reasonably require to verify the number of hours worked by the Supplier's Personnel during that period.
- 6.8 By signing the Supplier's timesheet the Client is confirming the number of hours worked by the Supplier's Personnel. If the Client refuses to sign a Supplier's timesheet because there is a dispute about the number of hours claimed, the Client must inform the Agent within two working days of any dispute arising and shall co-operate fully and in a timely fashion with the Agent to enable the Agent to establish the number of hours during which the Contract Services have been provided by each of the Supplier's Personnel. For the avoidance of doubt, failure to sign any timesheet shall not remove the Client's obligation to pay the Charges in respect of any Contract Services provided during the period concerned. If the Client does not inform the Agent as required above the Client shall be deemed to have accepted the number of hours set out in the Supplier's timesheet.
- 6.9 The Client shall not decline to sign a timesheet in cases of unsatisfactory supply of Contract Services. In such circumstances the provisions of clause 8 shall apply.
- 6.10 The Client shall ensure that its staff and premises comply with all relevant legislation or other regulations relating to health and safety matters so as to ensure that the Supplier's Personnel are provided with a safe working environment. In this context, the Client shall:-

- 6.10.1 ensure that valid and adequate Public Liability Insurance, Professional Indemnity Insurance, Employer's Liability Insurance and any other appropriate insurance cover remains in force throughout the duration of this Agreement to cover the Client's potential liability to the Agent and/or the Supplier or the Supplier's Personnel under this Agreement, (which shall include, but not be restricted to, any liability arising out of the Supplier's Personnel's actions or omissions);
- 6.10.2 ensure that the Supplier's Personnel are not prevented from complying with any relevant legislation or regulation; and
- 6.10.3 take all reasonable care to prevent injury or disease to the Supplier's Personnel or their property.
- 6.11 The Client shall upon request from the Agent provide proof that such insurances are effective and evidence that the premiums are paid up to date.
- 6.12 The Client acknowledges and accepts that the Supplier is in business on its own account. The Client further acknowledges that the Supplier and/or the Supplier's Personnel may therefore be engaged by third parties simultaneously to their performance of the Contract Services provided that in the reasonable opinion of the Client no conflict of interest exists as a result.
- 6.13 Notwithstanding clause 6.12 the Client will be responsible for instructing the Supplier and monitoring the Supplier's performance against the Specification for the duration of the Assignment.
- 6.14 The Client shall comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements.
- 6.15 The Client warrants that:-
- 6.15.1 it shall not issue Specifications and/or the Supplier shall not be obliged to provide the Contract Services where the provision of the Contract Services may:-
 - (a) entail the Supplier or the Supplier's Personnel performing duties of (i) a person on official strike or taking part in other official industrial action ("the First Worker"); or (ii) the duties performed by any other worker engaged by the Client and who is assigned by the Client to perform the duties normally performed by the First Worker; or
 - (b) be detrimental to the interests of the Supplier or the Supplier's Personnel;
- 6.15.2 it shall inform and keep informed the Agent (and, as appropriate, each of the Supplier's Personnel) of any risks to health and safety to the Supplier's Personnel in the performance of the Contract Services and the steps taken to prevent and/or control such risks.
- 6.16 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Supplier or the Supplier's Personnel to undertake the Contract Services and the Client shall inform the Agent immediately if it becomes aware of such reason.

7. THE AGENT'S OBLIGATIONS AND WARRANTIES

- 7.1 The Agent shall operate as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) in relation to the Client and the Supplier.
- 7.2 Subject to the provisions of this clause 7, the Agent warrants that the Agency Services will be provided with reasonable care and skill by appropriately trained

personnel. All other warranties, conditions or other terms, whether express or implied by statute, common law, trade usage or otherwise with respect to the supply of the Agency Services are excluded to the fullest extent permitted by law.

- 7.3 The Agent shall use reasonable endeavours to offer the Client details of potential Candidates for the supply of the Contract Services. Where required by law, the Candidate's technical qualifications and suitability will be checked and verified by the Agent, so far as reasonably practicable. For the avoidance of doubt, the Agent does not warrant that any Candidate has the necessary qualifications required to provide the Contract Services (including, but not restricted to, the qualifications referred to under clause 6.2.6).
- 7.4 The Agent will select Candidates for consideration by the Client on the basis of the details of the Specification and the relevant Candidate's expertise. The Agent shall not be responsible for the way in which any Supplier selected by the Client to provide the Contract Services chooses to fulfil the Specification and shall not be liable to the Client for the acts or omissions of the Supplier or the Supplier's Personnel generally.
- 7.5 The Agent refers each Candidate for the Client's consideration in all good faith and, subject to compliance by the Agent with clause 7.3, shall not be held to be responsible for any misrepresentations or misleading information provided by the Supplier concerning the qualifications or experience of the Supplier or the Supplier's Personnel or their fitness or suitability for the supply of the Contract Services.
- 7.6 Except as expressly provided, the Agent gives no warranties with respect to the supply by any Supplier of the Contract Services.
- 7.7 The Agent shall obtain the Supplier's consent before passing the Supplier's details to the Client.
- 7.8 The Agent shall be responsible for the payment of the Supplier, save as set out in 7.9 below.
- 7.9 The Agent shall not be liable for any payments to the Supplier except for Contract Services already performed should any Order or this Agreement terminate prior to the actual or likely end date set out in the Specification.

8. UNSATISFACTORY SUPPLY AND SUBSTITUTION

- 8.1 Without prejudice to the rights of the Client under clause 10, if either before or during the course of performance of the Contract Services the Client becomes aware of any reason why any of the Supplier's Personnel may not reasonably be suitable for performing the Contract Services or the Client reasonably considers that the Contract Services provided by the Supplier are unsatisfactory, the Client shall notify the Supplier as soon as possible and in any event on the day on which such matter may come to the Client's attention. The Client shall notify the Agent as soon as possible following such notice being given to the Supplier and in any event on the day on which such matter comes to the Client's attention.
- 8.2 In the event that the Client has a valid claim which has been notified to the Agent pursuant to clause 8.1 the Agent shall have the right to arrange for the replacement of the Supplier's Personnel concerned with another individual or individuals who may be acceptable

- to the Client.
- 8.3 Where any replacement is required pursuant to this clause 8, in the event that the Agent cannot provide substitute personnel who ought to be acceptable to the Client (in the Agent's reasonable discretion), the Client is entitled to terminate the Order with immediate effect.
- 8.4 If in the reasonable opinion of the Agent or the Client the Contract Services provided by the Supplier are unsatisfactory or not in accordance with this Agreement, the Supplier may be required by the Agent as soon as may be reasonably practicable to perform the Contract Services again (or the part or element in question) without additional payment.
- 8.5 In the event that the Order is terminated by the Client pursuant to this clause 8, the Client shall pay the Agent for the Contract Services provided prior to such termination as reflected by the Supplier's timesheets.
- 9. EXTENT OF LIABILITY**
- 9.1 The following sets out the entire financial liability of the Agent to the Client (including any liability for the acts or omissions of employees, agents or subcontractors) in respect of:
- 9.1.1 any breach by the Agent of this Agreement;
- 9.1.2 non or incomplete performance or contemplated performance by the Agent of this Agreement;
- 9.1.3 negligence for which the Agent is liable;
- 9.1.4 any representation or statement arising under or in connection with this Agreement or by or on behalf of the Agent; and
- 9.1.5 any breach of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 9.2 The Agent shall not be responsible for any loss, damage, costs or claims by the Client resulting from the performance or non-performance of the Contract Services by the Supplier or the Supplier's Personnel or from the negligence, dishonesty, misconduct or lack of skill of the Supplier or the Supplier's Personnel or if the Supplier terminates an Assignment or Order for any reason.
- 9.3 The total liability of the Agent to the Client under any Order shall not exceed the value of the Charges in respect of the Order concerned.
- 9.4 The total liability of the Agent to the Client in respect of all claims under this Agreement shall not exceed ten per cent (10%) of the aggregate value of all Charges payable under this Agreement.
- 9.5 The Agent shall in no circumstances be liable to the Client 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 Agency Services or the Contract Services.
- 9.6 Notwithstanding anything to the contrary, the Agent's liability to the Client for death or personal injury resulting from the negligence of the Agent, its employees, agents or sub-contractors or fraud shall not be limited.
- 9.7 Except to the extent the Agent may be liable to the Client pursuant to this Agreement, the Client shall indemnify and keep the Agent indemnified against any costs, claims, damages, fines, penalties and liabilities incurred by the Agent arising out of any Assignment or as a result of any act, error or omission of the Client or the Supplier or the Supplier's Personnel throughout the duration of an Assignment (including, but not limited to, any negligence, breach of statutory duty or breach by the Client of its obligations pursuant to this Agreement).
- 9.8 The Client shall indemnify and keep indemnified the Agent from and against any and all claims (whether valid or invalid), costs, expenses or liabilities, damages, actions and judgements, (including legal fees on a full indemnity basis), together with any VAT thereon arising out or 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, the Supplier's Personnel, the Agent and/or the Client in relation to this Agreement.
- 10. TERMINATION**
- 10.1 Either party may terminate this Agreement in writing without notice.
- 10.2 If at any time after commencement of the Contract Services by the Supplier the Client reasonably considers the Supplier to be unsatisfactory for the provision of the Contract Services the Client may terminate the Order in respect of the Contract Services concerned (without terminating this Agreement) in accordance with clause 8.
- 10.3 The parties acknowledge that the Supplier and the Supplier's Personnel are not employees of either the Agent or the Client and as such are not entitled to any period of notice of termination of their contract with the Agent. Furthermore, any of the Client, the Agent or the Supplier may in writing terminate an Assignment without notice (which shall have the effect of terminating any related Order) with immediate effect at any time and without liability. In such circumstances, the Agent shall have no liability to the Client provided always that the Agent will have the option to replace the Supplier's Personnel with other personnel who are acceptable to the Client in accordance with clause 8.
- 10.4 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 10.5.
- 10.5 The events are:-
- 10.5.1 the Defaulting Party is in material breach of this Agreement and that breach cannot be remedied;
- 10.5.2 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;
- 10.5.3 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;
- 10.5.4 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

- 10.5.5 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.
- 10.6 Termination of this Agreement pursuant to this clause shall be without prejudice to any rights of either party which may have accrued prior to or as a result of the termination.
- 10.7 On termination of any Order or this Agreement for any reason the Client will remain liable for the payment of the Charges for any Agency Services and/or Contract Services performed prior to such termination, unless otherwise agreed in writing.
- 10.8 Termination of an Order or this Agreement shall be without prejudice to any rights of the Agent which are expressed to continue following such termination. For the avoidance of doubt clause 14, Transfer and Introduction Fees, shall remain in force during the periods set out in that clause.

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 14 days by giving the other party written notice.
- 11.2 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.
- 11.3 On the cessation or earlier termination of this Agreement, each party shall return all Confidential Information or other information which has been provided to it by the other party.
- 11.4 This clause 11 shall not apply to any 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.
- 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 Client expressly acknowledges that the Agent shall be entitled to disclose Confidential information to Candidates and Suppliers, as the Agent deems appropriate.

12. DATA PROTECTION

Concept recognizes its obligations under the data protection law ("the DPA") in relation to processing personal data and complies with the requirements of the DPA in the operation of its business. The Client acknowledges it has responsibilities under the DPA and undertakes to comply with the DPA in relation to any data concerning a Supplier, Supplier's Personnel, Candidate or Candidate's Personnel, howsoever such data comes into the possession of the Client. The Client shall indemnify and keep the Agent indemnified in full against any and all costs, claims, fines, penalties or liabilities incurred as a result of a breach of this clause 12 by the Client.

13. EQUAL OPPORTUNITIES

The Agent is an equal opportunities organisation and is committed to providing equal opportunities to all. This means that all Supplier's Personnel and Candidate's Personnel and other individuals dealing with the Agent will receive equal treatment regardless of race, colour, nationality, ethnic or national origins, religion or belief, sex, marital or civil partner status, gender reassignment, pregnancy or maternity, age, sexual orientation or disability. By signing this Agreement the Client acknowledges this policy and agrees to operate its business in accordance with equal opportunities.

14. TRANSFER AND INTRODUCTION FEES

- 14.1 Subject to clause 14.2, in the event of the Engagement by the Client of a Supplier or any of the Supplier's Personnel, supplied by the Agent under any Order, within the Relevant Period the Client shall be liable to pay a transfer fee in accordance with clause 14.7 below ("the Transfer Fee").
- 14.2 Where the Client wishes to Engage a Supplier or any or the Supplier's Personnel, as referred to in clause 14.1, the Client, on giving 5 working days' notice, shall be able to opt for an extended period of supply of the Supplier or the Supplier's Personnel, as appropriate, for a period of [insert] during which period the Client shall receive and pay for the Contract Services of that Supplier or the Supplier's Personnel, as appropriate, via the Agent on the terms and conditions set out in the Order and this Agreement. Where this option is taken the Transfer Fee will be waived, provided that the Client conforms fully with the conditions of the extended supply period.
- 14.3 Following an Introduction of a Candidate or any of the Candidate's Personnel to the Client pursuant to this Agreement, if such Candidate or Candidate's Personnel are not selected to provide any Contract Services should such Candidate, or Candidate's Personnel be Engaged by the Client within 6 months from the date of Introduction, the Client shall either:-
- 14.3.1 be obliged to an extended period of supply of the Candidate or the Candidate's Personnel, as appropriate, for a period of [insert] during which the Client shall receive and pay for the Contract Services of that Candidate or the Candidate's Personnel, as appropriate, via the Agent on the terms and conditions set out in the Order; or

- 14.3.2 be liable to an introduction fee in accordance with clause 14.8 below ("the Introduction Fee").
- 14.4 If the Client elects for an extended period of supply, as set out at 14.2 or 14.3.1 above, but before the end of such period Engages the Supplier, the Supplier's Personnel, Candidate or the Candidate's Personnel, as appropriate, or the Supplier, the Supplier's Personnel, Candidate or the Candidate's Personnel, as appropriate, chooses not to be supplied for the extended period, the Transfer Fee or Introduction Fee may be charged as appropriate.
- 14.5 In the event that a Supplier or any of the Supplier's Personnel supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Supplier or any of the Supplier's Personnel by the third party within the Relevant Period the Client shall be liable to pay the Transfer Fee.
- 14.6 In the event that there is an Introduction of a Candidate or the Candidate's Personnel to the Client which does not result in the supply of that Candidate or the Candidate's Personnel by the Agent to the Client, but the Candidate or the Candidate's Personnel is introduced by the Client to a third party which results in the Engagement of the Candidate or the Candidate's Personnel by the third party within 6 months from the date of the Introduction, the Client shall be liable to pay the Introduction Fee.
- 14.7 The Transfer fee is 21%.
- 14.8 The Introduction fee is 21%.
- 14.9 No refund of the Transfer Fee or Introduction Fee will be made by the Agent to the Client in the event of the subsequent termination of such Engagement.
- 14.10 For the avoidance of doubt, in the event of an Introduction of a Candidate or the Candidate's Personnel by more than one employment business or employment agency, the Introduction Fee shall remain payable by the Client, unless the Client can provide written evidence that the Candidate's details or the Candidate's Personnel's details were received in writing from another employment business or employment agency before those from the Agent.

15. AWR CLAIMS

- 15.1 The Agent and the Client 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 The Agent and the Client 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 The Client undertakes to take all action at its own cost (including the provision of all information and assistance requested by the Agent) within any

reasonable time period requested by the Agent 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. GENERAL

- 16.1 The relationship between the parties is between independent companies 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.
- 16.2 Neither the Supplier nor the Supplier's Personnel are under the supervision, direction or control of the Agent or the Client, the Client does not have the right to supervise, direct or control the Supplier or the Supplier's Personnel and no member of the Supplier's Personnel is an agency worker as defined by the AWR.
- 16.3 The Agent shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Agent's obligations under this Agreement, if the delay or failure was due to any cause beyond the Agent's reasonable control.
- 16.4 The terms of this Agreement together with any Specification(s) represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise relating to the Introduction or the supply of Candidate(s), Candidate's Personnel, Supplier(s) or Supplier's Personnel.
- 16.5 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 an authorised representative of the Agent.
- 16.6 Failure or delay by the Agent in enforcing or partially enforcing any provisions of this Agreement is not a waiver by the Agent of any of its rights. Any waiver by the Agent of any breach by the Client is not a waiver of any subsequent breach.
- 16.7 Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 16.8 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.
- 16.9 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 including for the avoidance of doubt any Supplier, Supplier's Personnel, Candidate or Candidate's Personnel (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).
- 16.10 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 English Courts.

IN WITNESS whereof this Agreement has been entered into on the date specified on page 1.

Signed:

duly authorised for and on behalf of CONCEPT PERSONNEL LIMITED.

Signed:

duly authorised for and on behalf of in the presence of the Client.

SCHEDULE 1
("The Specification")

SUPPLIER:	
SUPPLIER'S PERSONNEL:	
CLIENT:	
NATURE OF CLIENT'S BUSINESS:	
EXPERIENCE, TRAINING, QUALIFICATIONS OR AUTHORISATION REQUIRED:	
CONTRACT SERVICES:	
LOCATION / WHERE CONTRACT SERVICES WILL BE PERFORMED:	
HOURS DURING WHICH SERVICES WILL BE PERFORMED:	
CHARGES:	
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):	
TIMING OR FREQUENCY OF INVOICES TO BE RENDERED:	
THE AGENT CONFIRMS THAT THE SUPPLIER IS WILLING TO WORK IN THE ASSIGNMENT.	

This Schedule forms an integral and binding part of the Agreement datedsigned between the Agent and Client.

Signed: (for and on behalf of Agent)

Print Name:

Signed: (for and on behalf of Client)

Print Name:

Date: