

TERMS OF BUSINESS. FOR THE INTRODUCTION AND SUPPLY OF LIMITED COMPANY CONTRACTORS (OPTED IN)

1. DEFINITIONS

1.1 These Terms of Business (Terms) are between Route One Recruitment & Training Ltd (Route 1) acting as an employment business (we/us) and[.....] (Client / you) and the following definitions apply:

- "Assignment" means the period during which the Contractor is supplied to render services to you;
- "Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Contractor is supplied or Introduced;
- "Contractor" means the limited company supplied or Introduced to you by us to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof).
- "Data Protection Legislation" means the Data Protection Act 2018, the General Data Protection Regulation (2016/679), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy and also including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;
- "Engagement" means any engagement, employment or use of the Contractor in any capacity on a permanent or temporary basis, whether direct or otherwise;
- "Introduction" means (i) your interview of an officer, employee or representative of the Contractor in person or by telephone, following your instruction to us to supply a Contractor; or (ii) our passing to you of information which identifies the Contractor; and which leads to an Engagement;
- "Remuneration" includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to you or on your behalf;
- "Relevant Period" means during an Assignment or the later of either 14 weeks from the first day* on which the Contractor is supplied by us to work for the Client, or 8 weeks from the day after the Contractor is last supplied by us to the Client.
(*the first day of the first occasion of supply or the first day of any subsequent Assignment if more than 42 days since the end of the previous Assignment.)
- "AWR" means the Agency Workers' Regulations 2010.

1.2 Unless context requires otherwise, references to the singular include the plural and vice versa.

1.3 Headings in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1 These Terms constitute the contract between us and you for supply of Contractor services to you and are deemed to be accepted by you by virtue of your request for, interview with, or Engagement of, the Contractor or the passing of any information about the Contractor to any third party following an Introduction.
- 2.2 Unless otherwise agreed in writing by one of our directors, these Terms prevail over any terms of business or purchase conditions put forward by you.
- 2.3 No variation or alteration of these Terms shall be valid unless approved in writing by one of our directors.
- 2.4 You agree that you will not request us to supply a Contractor in a way which could cause us to breach Regulation 9 of the AWR.

3. CHARGES

- 3.1 You agree to pay our hourly charges as notified to and agreed with you. Charges are calculated according to number of hours worked by the Contractor (to nearest quarter hour). Charges comprise mainly Remuneration and our commission calculated as a percentage of Remuneration. Other reasonable expenses as may be agreed shall be itemised on our invoice in addition to hourly charges. VAT is payable on the entirety of these charges and on any fees payable under these Terms.
- 3.2 Charges are invoiced weekly (or monthly as agreed with you) and are payable in Sterling (whilst Sterling remains legal tender in UK) within 7 days of receipt of our invoice. You accept our reserved statutory right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (together with any and all additions and/or amendments thereto) and the Late Payment of Commercial Debts Regulations 2002 (together with any and all additions and/or amendments thereto) if we are not paid according to our agreed credit terms. Payment must be made without deduction or set off.

4. INFORMATION TO BE PROVIDED

- 4.1 You shall advise us of any special health and safety matters about which we are required to inform Contractors and about any requirements imposed by law or by any professional body or that you consider are necessary, which must be satisfied by Contractors accepting an Assignment (including for example any experience, training, qualifications and authorisations required). You will assist the Contractor in complying with (without limitation) the Working Time Regulations 1998 and the AWR by supplying any relevant information about the Assignment requested by us. Where you require or may require the services of a Contractor for more than 48 hours in any week, you must notify us of this requirement before commencement of that week. For the avoidance of doubt, a normal working week shall commence on Monday.
- 4.2 In respect of each Assignment you will give us full details of the following and hereby warrant that the said information is true and accurate in all material respects:
 - 4.2.1 any and all information we require to enable us to discharge our obligations to the Contractor under the AWR including (but without limitation):-
 - 4.2.1.1 whether or not the Contractor to be supplied by us has ever worked for you or for any connected hirer of yours (as defined in Regulation 9 of the AWR) and, if so, details of when and in what role;
 - 4.2.1.2 details of any and all comparable employees of yours (as defined in Regulation 5 of the AWR) including their basic working and employment conditions and any and all other information which is necessary in order for us to comply with the AWR;
 - 4.2.1.3 details of any and all collective facilities and amenities to which the Contractor to be supplied should have access pursuant to Regulation 12 of the AWR; and

4.2.1.4 notification of any and all requests made to you by a Contractor pursuant to Regulation 16 of the AWR and you agree to provide copies of the same to us.

- 4.3 You confirm that you know of no reason why it would be detrimental to the interests of the Contractor to fill the Assignment.
- 4.4 You confirm that the Contractor will not undertake any duties normally performed by a worker who is taking part in official strike action or by any other worker assigned to replace the worker taking such action.
- 4.5 Prior to commencement of Assignment, or if not practical, upon commencement of Assignment, we will send you written confirmation specifying duration of Assignment, identity of Contractor, our charge rate, intervals at which our invoices will be rendered to you, notice period to terminate Assignment and any other relevant information.

5. TIME SHEETS

- 5.1 At the end of each week (or other agreed period) of an Assignment you shall sign our time sheet verifying number of hours worked by the Contractor during that week or other period.
- 5.2 Signature of the time sheet by you constitutes acceptance that the Contractor's services have been provided for the hours indicated and that such services have been satisfactory and in accordance with these Terms. Failure to sign time sheet does not absolve your obligation to pay charges in respect of hours worked.

6. PAYMENT OF CONTRACTOR

- 6.1 We are responsible for paying the Contractor.

7. ENGAGEMENT FEES

7.1 **Where there has been an Introduction, but we have not supplied the Contractor to you:**

- If within six months of the Introduction you Engage or use the Contractor in any capacity (direct or otherwise) other than directly through us, unless you have our prior agreement in writing, you will become liable to pay us an Engagement fee calculated at 10% of annual gross Remuneration and emoluments payable to the Contractor, unless you elect to give [NUMBER] days' notice to us to take an extended period of hire (or period of hire) of the Contractor, during which we will be entitled to charge the fees as set out in clause 3 above for each hour the Contractor is supplied. The extended period of hire shall be 12 weeks.
- If within six months of the Introduction you refer the Contractor to a third party who Engages or uses Contractor, unless you have our prior agreement in writing, you will become liable to pay us an Engagement fee calculated at 10% of annual gross Remuneration and emoluments payable to Contractor.

7.2 **Where there has been an Introduction and we have supplied the Contractor to you:**

- If within the Relevant Period, you Engage or use the Contractor in any capacity (direct or otherwise) other than directly through us, unless you have our prior agreement in writing, you will become liable to pay us an Engagement fee calculated at 10% of annual gross Remuneration and emoluments payable to the Contractor, unless you elect to give 60 days' notice to us to take an extended period of hire (or period of hire) of the Contractor, during which we will be entitled to charge the fees as set out in clause 3 above for each hour the Contractor is supplied. The extended period of hire shall be 12 weeks.
- If within the Relevant Period, you refer the Contractor to a third party who Engages or uses the Contractor, unless you have our prior agreement in writing, you will become liable to pay us an Engagement fee calculated at 10% of annual gross Remuneration and emoluments payable to Contractor.

- 7.3 If you fail to inform us of annual Remuneration, Engagement fee will be calculated by multiplying our hourly charge for Contractor's services by [300].
- 7.4 No refund of an Engagement fee will be paid if Engagement subsequently terminates.
- 7.5 VAT is payable in addition to the Engagement fee.

7.6 You should tell us within seven days of any Engagement as referred to at clause 7.1 or 7.2 but failure to do so does not invalidate these terms.

8. LIABILITY

8.1 Whilst we make every effort to give satisfaction by ensuring reasonable standards of skills, integrity and reliability from Contractors and further to provide the same in accordance with Assignment details provided by you, no liability is accepted by us for any loss, expense, damage, costs or delay arising from failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of Contractor or if Contractor terminates Assignment for any reason. For avoidance of doubt, we do not exclude liability for death or personal injury arising from our own negligence.

8.2 Contractors provided by us are deemed to be under your supervision, direction and control for duration of the Assignment. You will comply in all respects with all relevant statutes, bye-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor.

8.3 You shall indemnify us and keep us indemnified against any costs, claims and liabilities incurred by us arising out of any Assignment or arising out of non-compliance with clause 8.2 and/or as a result of any breach of these Terms by you.

9. TERMINATION OF ASSIGNMENT

9.1 You may terminate the Assignment by giving us notice specified in written confirmation.

9.2 Notwithstanding provisions of sub-clause 9.1 you may terminate the Assignment forthwith by notice in writing to us where:

9.2.1 Contractor is in wilful or persistent breach of obligations;

9.2.2 You reasonably believe Contractor has not observed any condition of confidentiality applicable to Contractor from time to time; or

9.2.3 for any reason Contractor proves unsatisfactory.

9.3 We may terminate Assignment forthwith by notice in writing if:

9.3.1 you are in wilful or persistent breach of your obligations under these Terms; or

9.3.2 you become bankrupt or have a receiving order or administrative order made against you or are put into liquidation (save for purposes of solvent reconstruction or amalgamation).

10. DATA PROTECTION

10.1 The parties shall comply with the provisions of Data Protection Legislation which is in force and the Client shall provide us with such reasonable and timely assistance as the Company may require in relation to any exercise of a data subject's rights. The parties shall be data controllers in common and each party shall be responsible for their own compliance with the Data Protection Legislation. If we share any personal data with the Client about the Contractor, or otherwise, the Client will only use that personal data for the purposes of this agreement.

11. LAW

11.1 These Terms are governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed Date
For and on behalf of the Client Date