

## TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF LIMITED COMPANY CONTRACTORS

### BETWEEN:

Solution Recruitment Limited (registered in England and Wales under number 05188843 whose registered office is at Solution House, 47 Dane Street, Bishops Stortford, Hertfordshire, CM23 3BT ("Solution Recruitment")

AND (registered in England and Wales under number) whose registered office is at ("the Client") Together "the Parties"

### 1 INTERPRETATION

In these Terms & Conditions of Business ("the Terms") the following expressions shall be given the following meanings:

"Assignment" the assignment detailed in the Assignment Schedule for which the Contractor is supplied by Solution Recruitment to the Client to provide the Services;

"Assignment Schedule" the Schedule attached to the Terms which details the Services to be provided by the Contractor to the Client;

"Contractor" the limited company supplied by Solution Recruitment to the Client to carry out the Services for the Client (which expression, where the context so admits, shall be deemed to include each and every Representative);

"Data Protection Legislation" the EU's GDPR (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the Processing of Personal Data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the guidance and codes of practice issued by the UK's Information Commissioner;

"Engagement" the employment, hire or other use, directly or indirectly, whether under a contract of service or contract for services or otherwise, on a permanent, temporary, or other basis, of a Contractor or Representative by or on behalf of the Client in any site, office, or location of the Client whether for the position for which the Contractor or Representative is introduced or any other position (and "Engage", "Engages" and "Engaged" shall be construed accordingly);

"Fees" Solution Recruitment's fees for the supply of the Contractor to provide the Services to the Client as set out in the Assignment Schedule;

"Introduction" any means by which a Contractor's or a Representative's availability for any Engagement (actual or potential, present, or future) is communicated to the Client by Solution Recruitment including by post, e-mail, or phone (and "Introduces" and "Introduced" shall be construed accordingly);

"Off-Payroll Legislation" the legislation set out in the Amendments to Chapters 8 and 10 of Part 2 of ITEPA 2003;

"Public Authority" as defined in 61L of the Off-Payroll Legislation;

"Regulations" the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended (and any reference in the Terms to a 'Regulation' shall be interpreted accordingly);

"Relevant Period" the longer of either 14 weeks from the first day on which the Contractor provided the Services to the Client, or 8 weeks from the day after the Contractor was last supplied by Solution Recruitment to the Client. The 'first day' will be the first occasion on which a Contractor is supplied to provide the Services for the Client, or the first day of an Assignment where there has been more than 42 days since the end of any previous Assignment;

"Remuneration" the gross base salary or fees for the first year's Engagement including bonuses, commission, overseas premiums, living/accommodation allowances, etc. The provision of a car is valued at £5,000 additional remuneration;

"Representative" any employee of the Contractor who is designated to provide the Services including any substitutes (where the context admits);

"Services" the Services specified in the Assignment Schedule to be

provided by the Contractor to the Client;

"Valid Opt Out" written notification from the Contractor and the Representative given to the Client by the Agency in accordance with Regulation 32(9) of the Conduct Regulations.

### 2 THE CONTRACT

2.1 In the Terms words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and any reference to a Person includes a person, firm, or company.

2.2 All and any business undertaken by Solution Recruitment is transacted subject to the Terms and the Assignment Schedule, all of which shall be incorporated in any contract between Solution Recruitment and the Client. In the event of any conflict between the Terms and any other terms and conditions, the Terms shall prevail unless expressly otherwise agreed in writing by a Director of Solution Recruitment. No variation in these Terms shall be valid if made without the written consent of a Director of Solution Recruitment. If the Terms are not signed, they are deemed to have been accepted by the Client by virtue of its request for, interview with, or Engagement of, a Contractor.

2.3 The complete or partial invalidity or unenforceability of any provision in the Terms for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

2.4 For the purposes of the Regulations, when introducing the Contractor to the Client, Solution Recruitment is acting as an employment business.

2.5 For the avoidance of doubt the intention of the parties is that the status of the Contractor is an independent limited company providing service in business on its own account. The Terms shall not give rise to any contract between the Contractor and Client, nor render any Representative an employee of either Solution Recruitment or Client. Neither party creates or implies any mutuality of obligation between the Contractor and the Client, or the Contractor and Solution Recruitment, either in the course of or between Assignments.

2.6 Except as agreed in the Assignment Schedule, the Client is under no obligation to provide any Assignments to Solution Recruitment, or to any Contractor or Representative; nor is Solution Recruitment under any obligation to supply a Contractor or Representative to the Client. Upon expiry of an Assignment, neither Solution Recruitment nor the Client has any automatic right to continuation; and neither Solution Recruitment nor the Client is under any obligation to offer further or alternative Assignments to the Contractor or any Representative.

2.7 The Contractor shall be entitled to provide services to third parties during the Assignment, provided that its Representatives do not do so during the same hours as required to provide the Services to the Client, and that no conflict of interest is created with the Services provided to the Client.

2.8 The commencement of an Assignment is subject to the Contractor entering into a corresponding contract with Solution Recruitment for the provision of the Services to the Client. At any time prior to the commencement of an Assignment, Solution Recruitment may without any liability to the Client withdraw from the supply of a Contractor. Solution Recruitment shall have no liability to the Client should the contract between Solution Recruitment and the Contractor not be concluded.

### 3 OBLIGATIONS OF SOLUTION RECRUITMENT

3.1 Prior to the commencement of the Assignment, or if this is not practical upon commencement of the Assignment, Solution Recruitment will send the Client the Assignment Schedule specifying the duration of the Assignment, the identity of the Contractor, the Fees payable together with such expenses as may have been agreed, the notice period to terminate the Assignment, the intervals at which invoices shall be rendered to the Client by Solution Recruitment, and any other information relevant to the Assignment.

3.2 Solution Recruitment is responsible for paying the Contractor.

3.3 Solution Recruitment will use reasonable endeavours to introduce a suitable Contractor to the Client to carry out work of such nature as the Client shall notify to Solution Recruitment when requesting a Contractor.

3.4 When introducing a Contractor to the Client, Solution Recruitment shall, to the extent required by the Regulations, inform the Client of the identity of that Contractor; that such Contractor has the necessary or required experience, training, qualifications, and any authorisations required by law or a professional body to work on the Assignment; and that such Contractor is willing to work on the Assignment.

3.5 Where such information is not given in writing it shall be confirmed by such means by the end of the third business day following, save where the Contractor is being introduced for an Assignment in the same position as one in which the Contractor had previously been supplied within the previous five business days and such information has been given to the Client, unless the Client requests that the information be resubmitted.

3.6 Where the Contractor is required by law, or any professional body, to have any qualifications or authorisations to work on the Assignment, or the Assignment involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, Solution Recruitment will, to the extent required by the Regulations, take all reasonably practical steps to obtain and offer to provide to the Client:

3.6.1 copies of any relevant qualifications or authorisations of the Contractor; and

3.6.2 two references from persons not related to the Contractor who have agreed that the references they provide may be disclosed to the Client. Solution Recruitment will take all reasonably practical steps to confirm that the Contractor is suitable for the Assignment. If Solution Recruitment is unable to do any of the above, it shall inform the Client of the steps it has taken to obtain this information in any event.

3.7 Solution Recruitment shall use its best endeavours to ensure that the Contractor provides such facilities, tools and equipment as are necessary for the performance of the Services, whether away from the Client Site or otherwise.

3.8 Solution Recruitment shall not and shall use its best endeavours to ensure that the Contractor shall not, engage in any conduct detrimental to the interests of the Client, including any conduct tending to bring the Parties into disrepute or which results in the loss of custom or business.

3.9 Solution Recruitment will use its best endeavours to ensure that in the provision of the Services, the Contractor will comply with all applicable laws, rules and regulations specified by the Client (including, without limitation, rules, and regulations in respect of any statutory obligations, data protection legislation, health and safety, internet and email use, and security). Further, Solution Recruitment shall use its best endeavours to ensure that the Contractor takes all reasonable steps to safeguard his health and safety during the Assignment, and the health and safety of any third party who may be affected by the Contractor's actions during the Assignment (whether at the Client Site or otherwise).

#### 4 OBLIGATIONS OF THE CLIENT

4.1 The Client shall specify its exact requirements (including any special skills) by providing Solution Recruitment with full details of the Assignment for which the Contractor is required. The Client shall not allow any Contractor to undertake any work other than that which has been notified by the Client. The Client shall verify at the time that the Contractor begins to provide the Services that the Contractor is suitable for the Assignment, and that he has the capability to carry out the duties required with due care and skill. The Client shall be responsible for obtaining any work and other permits, and for ensuring that the Contractor satisfies any medical requirements or other qualifications that may be appropriate or required by law.

4.2 The Client undertakes to comply with all obligations, duties, and regulations (whether statutory or otherwise) in any way arising from the Services to be provided by the Contractor.

4.3 The Client acknowledges that the Contractor will cooperate with the Client's reasonable instructions whilst

retaining its own direction and control over the manner, time, and place in which it or each Representative provides the Services during the Assignment.

4.4 The Client warrants to Solution Recruitment that its computers, operating systems, and any software which the Contractor may be asked to use or modify as part of the Assignment, are either the property of the Client or are lawfully licensed to the Client, such that the Client has the right to authorise third parties such as the Contractor to use or modify all such computer systems and software. The Client shall indemnify and hold harmless Solution Recruitment for any liability incurred as a result of the Client's breach of this clause.

4.5 The Client shall pay the Fees in accordance with clause 5 below as detailed in the Assignment Schedule, or as may be varied during the Assignment or any extension.

4.6 The Client will not be liable to pay the Fees when Services are not provided due to Representative illness or holidays. However, the Client will be liable to pay the Fees with respect to any period during the Assignment if the Representative is available to work but the Client does not require the Services to be provided during that period. In such circumstances the Fees will be calculated by reference to the period detailed in the Assignment Schedule for which Solution Recruitment agreed to supply the Contractor.

4.7 The Fees will be invoiced to the Client on receipt of an authorised work log from a Contractor and are payable within 14 days. Solution Recruitment reserves the right to charge interest on any overdue amounts at the rate of 8% per annum from the due date until the date of payment. Any breach of this clause 4.8 shall entitle Solution Recruitment to terminate, without prior notice, each and every Assignment concluded under the Terms.

#### 5 FEES AND EXPENSES

5.1 The Client shall pay the Fees detailed in the Assignment Schedule to Solution Recruitment for the supply of a Contractor, and such travel and other expenses as may be agreed between the Client and Solution Recruitment, as shall be invoiced by Solution Recruitment to the Client.

5.2 Solution Recruitment will only administer and pay expenses incurred by the Contractor on behalf of the Client if such expenses are set out in the Assignment Schedule. Solution Recruitment reserves the right to charge a 10% administration fee on all expenses paid on behalf of the Client.

5.3 VAT shall be paid at the prevailing rate.

5.4 Where the Income Tax (Construction Industry Scheme) Regulations 2005 ("the CIS Regulations") apply, Solution Recruitment will:

5.4.1 comply at all times with the requirements of Chapter 3 in Part 3 of the Finance Act 2004 ("the 2004 Act") and the CIS Regulations; and,

5.4.2 co-operate with the Client in respect of any obligations the Client (whether prescribed by HM Revenue and Customs ("HMRC") or by law) has to verify Solution Recruitment with HMRC or otherwise to satisfy itself that any payment to Solution Recruitment under the Terms may be made on the appropriate basis under the 2004 Act and the CIS Regulations including but not limited to providing the Client with Solution Recruitment's UTR number if requested.

5.5 Solution Recruitment confirms that it is registered for gross payments under section 63 of the 2004 Act. Any payments required to be made to Solution Recruitment under the Terms will be made gross of such deduction (if any) as the Client in its discretion considers is reasonably and properly required by law to be made under the 2004 Act and the CIS Regulations having regard to the information provided to the Client by Solution Recruitment and subject to verification provided always if HMRC notify the Client that Solution Recruitment's registration status has changed then the Client will make any payments after the date of such notification only as directed by HMRC and this clause will be applied as often as may be required.

5.6 The Client will verify Solution Recruitment with HMRC (in accordance with regulation 6 of the CIS Regulations) and the Client will make payments to Solution Recruitment and deductions thereon under the Terms only as directed by HMRC. No rebates are payable in respect of the Fees.

5.7 Solution Recruitment reserves the right to assign the right to render invoices and receive payments to a third party.

## 6 WORK LOGS AND INVOICING

6.1 At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week) the Client shall verify the execution of the Services provided by the Contractor by signing the work log provided to the Contractor for this purpose.

6.2 Verification of the execution of the Services by the Client constitutes acceptance that the Contractor has provided the Services satisfactorily and in accordance with the Terms. Failure to sign the work log does not affect the Client's obligation to pay the Fees in respect of the work done.

6.3 If the Client is unable to sign a work log produced because it disputes the time claimed by the Contractor, the Client shall inform Solution Recruitment within 24 hours of the work log being produced by the Contractor. The Client shall co-operate fully with Solution Recruitment to enable it to establish what time, if any, was worked by the Contractor. Failure to sign the work log does not absolve the Client's obligation to pay the Fees in respect of the time worked.

6.4 The Client shall not be entitled to decline to sign a work log on the basis that it is dissatisfied with the Services provided by the Contractor. In cases of unsuitable work, clause 9 below shall apply.

## 7 TRANSFER AND INTRODUCTION FEES

7.1 Unless the Contractor and the Representative have given a Valid Opt Out notice, if the Client Engages a Contractor or Representative supplied by Solution Recruitment either directly or pursuant to being supplied by another employment business, within either the duration of the Assignment or the Relevant Period, the Client shall, subject to electing by giving 7 days' notice, be liable to pay either:

7.1.1 An extended period of hire of the Contractor or Representative of 26 weeks ("the Extended Hire Period"), during which the Client shall pay the Fees agreed pursuant to the Terms for the time during which the Contractor or Representative is supplied; or

7.1.2 A transfer fee equal to 35% of the Remuneration ("the Transfer Fee") If the actual amount of the Remuneration is not known, a Transfer Fee equal to the hourly charge agreed pursuant to the Terms multiplied by 165; or, the daily charge agreed pursuant to the Terms multiplied by 22.5 (as applicable).

7.2 If the Client does not give such notice before a Contractor or Representative is Engaged, the Parties agree that the Transfer Fee shall be payable by the Client.

7.3 If the Contractor and the Representative have given a Valid Opt Out, the Client will not have the option to elect for an Extended Hire Period; and if the Client Engages a Contractor or Representative supplied by Solution Recruitment either directly or pursuant to being supplied by another employment business, within either the duration of the Assignment or within 12 months of the end of an Assignment, it will be liable to pay Solution Recruitment the Transfer Fee.

7.4 If the Contractor and the Representative have given a Valid Opt Out notice, if the Client Engages a Contractor or Representative supplied by Solution Recruitment either directly or pursuant to being supplied by another employment business, within either the duration of the Assignment or within 12 months of the end of the Assignment, the Client will pay Solution Recruitment the Transfer Fee.

7.5 In the event that there is an Introduction of a Contractor or Representative to the Client which does not result in the supply of that Contractor or Representative by Solution Recruitment to the Client, but which leads to the Engagement of the Contractor by the Client either directly or pursuant to being supplied by another employment business, within 12 months from the date of Introduction, the Client shall be liable to pay Solution Recruitment an introduction fee equal to 35% of the Remuneration ("the Introduction Fee"). If the actual amount of the Remuneration is not known, an Introduction Fee equal to the hourly charge agreed pursuant to the Terms multiplied by 165; or, the daily charge agreed pursuant to the Terms multiplied by 22.5 (as applicable).

7.6 In the event that there is an Introduction of a Contractor or Representative to the Client which does not result in the supply of that Contractor or Representative by Solution

Recruitment to the Client, but the Contractor or Representative is Introduced by the Client to a third party which leads to the Engagement of the Contractor or Representative by the third party within 12 months from the date of Introduction, the Client shall be liable to pay Solution Recruitment an Introduction Fee equal to 35% of the Remuneration applicable during the first 12 months of the Engagement. If the actual amount of the Remuneration is not known, an Introduction Fee equal to the hourly charge agreed pursuant to the Terms multiplied by 165; or, the daily charge agreed pursuant to the Terms multiplied by 22.5 (as applicable). In this situation, if the Client is an RPO or similar outsource provider, the Introduction Fee will apply if the Contractor or Representative is Introduced to the Client's client or the end user.

7.7 VAT is payable in addition to any Transfer or Introduction Fee due under this clause 7.

7.8 No refund of any Introduction Fee or Transfer Fee will be paid in the event that an Engagement subsequently terminates.

7.9 The Client acknowledges that the Transfer and Introduction Fees recognise the losses and additional management costs incurred by Solution Recruitment in these situations, that they represent liquidated damages, and that they are not penalty clauses.

7.10 The Client undertakes not to employ or seek to employ any member of Solution Recruitment's staff. If any member of Solution Recruitment's staff nevertheless accepts an Engagement with the Client within three months of leaving Solution Recruitment's employment, the Client shall be liable to pay an Introduction fee calculated as 35% of the staff member's Remuneration, calculated as at the date the staff member left Solution Recruitment. The Client acknowledges that this fee recognises the losses and additional management costs incurred by Solution Recruitment in these situations, that it represents liquidated damages, and that it is not a penalty clause.

## 8 OFF- PAYROLL LEGISLATION

8.1 Where the Client is a Public Authority, or in any event after 5th April 2021 unless the Client is a small company (as defined in the Off-Payroll Legislation), the Client warrants that prior to the commencement of an Assignment it will provide Solution Recruitment with written confirmation whether the employment status in which the Contractor will provide the Services under the Assignment is of a worker or a deemed employee ("the Status Determination Statement").

8.2 The Client shall take reasonable care when coming to the conclusion mentioned in the Status Determination Statement; and Solution Recruitment shall be entitled to rely on the Status Determination Statement as evidence to decide whether to pay the Contractor Fees gross, or net of Pay As You Earn tax ("PAYE") and Class 1 National Insurance Contributions (primary and secondary) ("NICs") if the Client determines the status is that of a deemed employee.

8.3 Solution Recruitment may request the Client to provide reasons for the conclusion mentioned in the Status Determination Statement. If so requested, the Client shall within 45 days of the date of such request provide to Solution Recruitment written confirmation of its reasons for reaching its assessment, and if so required replace the Status Determination Statement.

8.4 If the Client fails to provide a Status Determination Statement in accordance with clause 8.1 above or the Off-Payroll Legislation, Solution Recruitment reserves the right to reach its own conclusion about the Contractor's deemed employment status.

8.5 The Client shall co-operate with Solution Recruitment's reasonable requests for information if HMRC and/or the Contractor challenges the Status Determination Statement and/or Solution Recruitment's decision to pay the Contractor net or gross of PAYE and NICs.

8.6 The Client shall notify Solution Recruitment without delay if it has reason to believe that the circumstances under which the Contractor provides or will provide the Services under the Assignment have or will change such that the outcome of the Status Determination Statement would be different to that previously notified to Solution Recruitment.

8.7 The Client shall indemnify (and keep it fully

indemnified on demand) and hold harmless Solution Recruitment against any loss, liability, claim, damages, fines, costs, penalties, or interest, suffered by Solution Recruitment attributable to:

8.7.1 Solution Recruitment relying in good faith on a Status Determination Statement which was incorrect, incomplete, out of date, or misleading; and which the Client should reasonably have known was incorrect, incomplete, out of date or misleading;

8.7.2 any act, omission, default, delay, negligence, or breach of statutory duty by or on the part of the Client which is suffered by Solution Recruitment arising out of the Client's failure to comply with its obligations under of the Off-Payroll Legislation;

8.7.3 any breach of the warranties contained in this clause 8.

8.8 The Client acknowledges that the Fees are based on the total cost of supplying the Contractor and Solution Recruitment's recruitment services fee. Solution Recruitment reserves the right to increase the Fees to take into account any statutory or other legal change, including without limitation, the outcome of a Status Determination Statement which leads to an increase in a Contractor's statutory and/or legal entitlements resulting in an increase in the cost of supply for Solution Recruitment. Solution Recruitment shall give the Client 20 Business Days written notice of any such increase to Fees.

8.9 Nothing in this clause shall limit Solution Recruitment's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under an indemnity.

## 9 UNSATISFACTORY PERFORMANCE

9.1 If within the first 7 days of the Assignment the Client reasonably considers that the Services provided by the Contractor are unsatisfactory, the Client may terminate the Assignment by directing Solution Recruitment to cease the supply of the Contractor immediately without notice. In such circumstances Solution Recruitment will not seek payment of the Fees if the Assignment terminates:

9.1.1 within 4 hours of the Contractor commencing the Assignment where the Assignment is for more than 7 hours; or  
9.1.2 within 2 hours for Assignments of 7 hours or less;

9.2 If the Contractor fails to provide the Services, notifies the Client that it is unable to provide the Services for any reason, or does not provide the Services to a reasonable standard, the Client shall notify Solution Recruitment immediately and in any event within 24 hours. If the Client fails to do so it shall not be able to rely on unsatisfactory performance as a reason for not signing the work log or paying Solution Recruitment's Invoice.

9.3 Solution Recruitment shall notify the Client immediately if it receives information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment with immediate effect by giving notice to the Client.

## 10 SUBSTITUTION

10.1 The Contractor shall ensure that the Services are initially performed by the Representative named in the Assignment Schedule.

10.2 During the Assignment, the Client agrees that the Contractor shall be entitled to substitute the initial Representative for a substitute Representative, subject to the following conditions being met:

10.2.1 Any substitute Representative has at least the equivalent levels of skill, qualifications, experience, and training as the initial Representative, in order for the required standards of the Services to be met.

10.2.2 Any substitute Representative will have the legal right to work in the country where the Services are carried out.

10.2.3 At the Client's request, the initial Representative shall conduct a handover of not less than one week, during which time he shall work alongside the substitute Representative in order to ensure that the substitute Representative is familiar with the Client's Assignment requirements, the working environment, and any timetable or deadlines to be completed.

Solution Recruitment shall not make any additional charge for the extra Representative during such handover period.

## 11 CONFIDENTIALITY, INTELLECTUAL PROPERTY & DATA PROTECTION

11.1 Both Parties agree that they shall keep confidential all information of a confidential or commercially sensitive nature that it obtains from the other Party (or from any person acting on behalf of the other Party) ("the Confidential Information") and shall use the Confidential Information solely to fulfil their respective obligations under the Terms or as may be required by law.

11.2 For the purposes of this Clause 11, the following shall not be classified as Confidential Information:

11.2.1 information which is publicly known at the time of disclosure;

11.2.1 information which, after disclosure by either party, becomes publicly known other than through a breach of this contract;

11.2.2 information which either Party can demonstrate was already known to it prior to its disclosure by the other Party;

11.2.3 information which either Party can show was developed independently by its own employees, agents, or subcontractors, who were not aware of the information disclosed by the other Party;

11.2.4 information which either Party can show was made available to it by a third party, who had the legal right to do so, and who had not imposed on that party any obligation of confidentiality.

11.3 Solution Recruitment shall at the request of the Client use its best endeavours to ensure that the Contractor and/or Representative signs such confidentiality agreement(s) in favour of the Client as the Client may reasonably require.

11.4 The Terms are Confidential Information. The Client may not enter into direct negotiations or discussions with the Contractor with regard to charges, income, Assignment duration or termination without the express prior written consent of Solution Recruitment.

11.5 All property, software, and other materials supplied by the Client during the Assignment shall at all times remain the property of the Client.

11.6 Upon payment by the Client for the Services, all copyright, trademarks, patents, design rights and any other intellectual property rights deriving from the Services carried out by the Contractor ("the Works"), shall belong absolutely to the Client. Accordingly, Solution Recruitment shall (and shall use its best endeavours to ensure that the Contractor and/or the Representative shall) execute all such documents and do all such acts as the Client may from time to time require, in order to give effect to its rights pursuant to this clause and to vest legal and beneficial title to the Works in the Client.

11.7 Upon payment by the Client for the Services, Solution Recruitment shall, where requested, use its best endeavours to assign to the Client all existing and future Intellectual Property Rights in the Assignment, and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under the Terms, Solution Recruitment holds legal title in these rights and inventions on trust for the Client.

11.8 Solution Recruitment shall, where requested, use its best endeavours to ensure the Contractor waives any moral rights in the Works to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Works infringes the Contractor's moral rights.

11.9 Notwithstanding the above clauses, Solution Recruitment and the Contractor shall be entitled to continue to use and exploit methodologies, techniques, procedures, and know-how employed in or associated with the Assignment.

11.10 Solution Recruitment warrants that the Contractor, the Representative and any substitute has provided his formal consent under the Data Protection Act 1998 and the General Data Protection Regulation 2016 to the storage, processing, and



transmission of his personal data by Solution Recruitment only for purposes relating to any actual or potential Assignment, whether within or outside the EU.

11.11 The Parties acknowledge that for the purposes of the Data Protection Legislation, they are both Data Controllers in common with each other, and will be Data Processors in their own right. Clauses 10.12 to 10.15 below set out the relevant particulars of the Processing as required by the Data Protection Legislation.

11.12 The subject matter of Data Processing is to Process Candidate Personal Data as is necessary to receive the Services pursuant to the Agreement.

11.13 The nature and purpose of the Data Processing is to provide the recruitment services pursuant to the Agreement.

11.14 The category of Data Subjects is Candidates and any other individuals Introduced pursuant to the Agreement.

11.15 The type of Personal Data will include a Candidate's First and last name, contact information (email, phone, and address), ID data, professional life data, and Personal life data (including residency and immigration status).

11.16 The Client shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this Agreement:

11.16.1 Process that Personal Data only on the written instructions of Solution Recruitment unless required to do otherwise by applicable law. In that event, the Client shall inform Solution Recruitment of such legal requirement before Processing the Personal Data other than in accordance with Solution Recruitment's documented instructions, unless that same law prohibits the Client from doing so on important grounds of public interest;

11.16.2 ensure that any natural person acting under the authority of the Client who has access to the Personal Data does not Process it except on the instructions of Solution Recruitment, unless required to do otherwise under applicable law;

11.16.3 ensure that it has in place industry leading security for the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage ; and implement industry leading technical and organisational measures, subject to review and approval by Solution Recruitment, to ensure a level of security appropriate to the risk of harm that might result from, unauthorised or unlawful Processing, accidental or unlawful loss, destruction or alteration, unauthorised (or disclosure of) access or damage to Personal Data taking into account:

11.16.3.1 the nature, scope, context, and purposes of the Processing of the Personal Data to be protected,

11.16.3.2 the state of the art in technological developments in information security; and

11.16.3. the cost of implementing any measures; And the Client shall include, as a minimum, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;

11.16.4 ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

11.16.5 immediately inform Solution Recruitment if it considers that any Solution Recruitment's instructions infringe the Data Protection Legislation;

11.16.6 not transfer any Personal Data outside of the European Economic Area or any other territory in which the European Commission has decided that the third country ensures an adequate level of protection. In which case, the Client shall comply with any safeguards put in place by Solution Recruitment to protect the Personal Data. The Client shall also ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;

11.16.7 notify Solution Recruitment without undue delay on becoming aware of a Personal Data breach, which shall include without limitation if any Personal Data is lost, stolen, destroyed, damaged or corrupted; or where there is an unauthorised or accidental disclosure of such Personal Data;

11.16.8 notify Solution Recruitment immediately if it receives any complaint, notice or communication that relates

to the Processing of the Personal Data (including without limitation any Data Subject requests) and/or to either Party's compliance with the Data Protection Legislation;

11.16.9 at the written direction of Solution Recruitment, and automatically on the termination of the Agreement or the earlier termination of any Assignment, delete or return Personal Data and copies thereof to Solution Recruitment unless required by applicable law to store the Personal Data; provided always that if the Client Engages a Candidate, then such Personal Data may be retained for each such Data Subject until such Engagement has been completed;

11.16.10 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and make available such records and any other information necessary to demonstrate compliance with its obligations as a Data Processor under the Data Protection Legislation, and allow for and contribute to audits by Solution Recruitment or Solution Recruitment's designated auditor or data supervisory authority on reasonable notice; and,

11.16.11 assist and co-operate with Solution Recruitment as necessary and reasonable, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators. The Client shall be solely responsible for its own costs in complying with this provision.

11.17 Solution Recruitment does not consent to the Client appointing any third-party processor of Personal Data under the Agreement.

11.18 Solution Recruitment warrants that the Contractor, the Representative and any substitute has provided his formal consent under the Data Protection Legislation to the storage, processing, and transmission of his Personal Data by Solution Recruitment only for purposes relating to any actual or potential Assignment, whether within or outside the EU.

11.19 Solution Recruitment will use its best endeavours to ensure that the Contractor will comply with the Data Protection Legislation.

11.20 The Client shall indemnify Solution Recruitment against all loss, liability, damages, costs, third party claims, fees, and reasonable incurred expenses which Solution Recruitment and/or any of its Candidates may incur or suffer by reason of any breach of this Clause 11 or the Data Protection Legislation by the Client, save where the Client is acting at the direct instruction of Solution Recruitment. This indemnity shall only apply to the extent that such losses, liability, damages, costs, claims, fees, and expenses are not materially contributed to by Solution Recruitment.

## 12 TERM AND TERMINATION

12.1 Unless otherwise stated in the Assignment Schedule, either Party may terminate an Assignment without cause by giving the other Party immediate verbal notice confirmed in writing within 7 days.

12.2 The Terms shall automatically terminate on the completion, expiry or sooner termination of the Assignment.

12.3 Solution Recruitment may forthwith terminate each and every Assignment concluded under the Terms without liability to the Client by giving immediate notice to the Client at any time if:

12.3.1 the Client fails to comply with any of its obligations under the Terms, including but not limited to clause 4.8 above in relation to payment of the Fees;

12.3.2 the Client makes any voluntary arrangement with its creditors (within the meaning of Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than the purpose of amalgamation or reconstruction); or

12.3.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

12.3.4 the Client ceases, or threatens to cease, to carry on business; or

12.3.5 it does not receive a Status Determination Statement from the Client pursuant to clause 8.1 above; or,

12.3.6 it has reasonable grounds to believe that the circumstances under which the Services are provided and/or

the nature of the Assignment have changed and/or require re-assessment; or,

12.3.7 it receives a late Status Determination Statement which indicates that Solution Recruitment's decision (made in the absence of a valid Status Determination Statement from the Client) about the deemed employment status of the Contractor may no longer be accurate; or

12.3.8 to pay an increase the Fees pursuant to clause 8.8 above;

### 13 LIABILITY AND INDEMNITY

13.1 Neither Solution Recruitment nor any of its staff shall be liable to the Client for any loss, injury, damage, expense, or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Assignment and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense, or delay arising from or in any way connected with:

13.1.1 failure of the Contractor to meet the requirements of the Client when providing the Services;

13.1.2 any act or omission of the Contractor, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise;

13.1.3 any loss, injury, damage, expense, or delay incurred or caused by the Contractor; (PROVIDED THAT nothing in this clause 13 shall be construed as purporting to exclude or restrict liability of Solution Recruitment to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law including any liability for fraud including fraudulent misrepresentation.

13.2 In consideration of Solution Recruitment entering into a contract with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify Solution Recruitment in respect of any and all liability for any loss, injury, damage, expense or delay suffered or incurred by any one arising directly or indirectly from or in any way connected with the acts and omissions of the Contractor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; (PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Assignment).

13.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Solution Recruitment set out herein are reasonable and shall either accept the risk or insure against accordingly. The Client shall ensure the provision of adequate and suitable policies of Employers Liability Insurance, Public and Products Liability Insurance and Professional Indemnity Insurance, to cover the performance and liabilities of Solution Recruitment under the Terms.

### 14 MISCELLANEOUS

14.1 Solution Recruitment reserves the right to review and to revise the Terms with prior notice to the Client.

14.2 A notice required or permitted to be given by either Party to the other under the Terms shall be in writing addressed to that other Party at its registered office or principal place of business.

14.3 No waiver by Solution Recruitment of any breach of the Terms by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4 If any provision of the Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected.

14.5 Except as expressly provided in the Terms a person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

14.6 These Terms shall be governed by and construed in accordance with the laws of England and Wales.



Signed on behalf of Solution Recruitment Ltd

Signed on behalf of the Client

Date \_\_\_\_\_