

CANDIDATE CONTRACT FOR THE PROVISION OF SERVICES (PAYE)

BETWEEN:

Solution Search Limited (registered in England and Wales under number 15335750 whose registered office is at 11 Ducketts Wharf, South Street, Bishops Stortford, Hertfordshire, CM23 3AR ("Solution Search")
AND
(registered in England and Wales under number) whose registered office is at ("the Temporary Worker") Together "the Parties"

1 INTERPRETATION

In these Terms & Conditions of Business ("the Terms") the following expressions shall be given the following meanings: "AWR" Agency Workers Regulations 2010;
"Assignment" the assignment detailed in the Assignment Schedule for which the Temporary Worker is supplied by Solution Search to the client to provide the Services; "Assignment Schedule" the Schedule attached to the Terms which details the Services to be provided by the Temporary Worker to the Client;
"Charges" the Temporary Worker's charges payable by Solution Search for the wages as determined by the Rate of Pay, and reimbursement of expenses to which the Temporary Worker is entitled by reason of carrying out work for the Client; "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laws and regulations relating to the Processing of Personal Data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the guidance and codes of practice issued by the UK's Information Commissioner;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 Temporary Worker by or on behalf of the Client in any site, office or location of the Client whether for the position for which the Temporary Worker is introduced or any other position (and "Engage", "Engages" and "Engaged" shall be construed accordingly);
"Introduction" any means by which a Temporary Worker's availability for any Engagement (actual or potential, present or future) is communicated to the Client by Solution Search including, by post, e-mail or phone (and "Introduces" and "Introduced" shall be construed accordingly);
"Other Payments" any remuneration payable to the Temporary Worker (other than the Qualifying Rate of Pay), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus; "Qualifying Period" 12 continuous Calendar Weeks, as defined in regulation 7 of the AWR, subject to regulations 8 and 9 of the AWR;
"Qualifying Rate of Pay" the rate of pay that will be paid to the Temporary Worker after completion of the Qualifying Period, if this rate is higher than the Rate of Pay payable under the Charges;
"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 Temporary Worker provided the Services to the Client, or 8 weeks from the day after the Temporary Worker was last supplied by Solution Search to the Client. The 'first day' will be the first occasion on which a Temporary Worker 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, travel

allowances, etc. The provision of a car is valued at £5,000 additional remuneration;
"Services" the Services specified in the Assignment Schedule to be provided by the Temporary Worker to the Client; "Temporary Worker" the worker supplied by Solution Search to the Client to carry out the Services for the Client, and with whom the Contract is entered in to;
"WTR" the Working Time Regulations 1998.

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 Search is transacted subject to the Terms and the Assignment Schedule, all of which shall be incorporated in any contract between Solution Search and the Temporary Worker. 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 Search. No variation in these Terms shall be valid if made without the written consent of a Director of Solution Search. If the Terms are not signed they are deemed to have been accepted by the Service by virtue of its interview with, or Engagement by, a Client.
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 Temporary Worker to the Client, Solution Search is acting as an employment business.
2.5 The Temporary Worker agrees that he will be treated as if he is the employee of the Client throughout the duration of the Assignment and undertakes to submit to all appropriate supervision, direction and control over the manner, time and place in which he carries out his work for the Client.
2.6 Except as agreed in the Assignment Schedule, Solution Search is under no obligation to provide any Assignments to the Temporary Worker. Upon expiry of an Assignment, neither Solution Search nor the Temporary Worker has any automatic right to continuation; and neither Solution Search nor the Client is under any obligation to provide further or alternative Assignments for the Temporary Worker.
2.7 The commencement of an Assignment is subject to the Client entering into a corresponding contract with Solution Search for the supply of the Services to the Client. At any time prior to the commencement of an Assignment, Solution Search may without any liability to the Temporary Worker withdraw from the supply of a Temporary Worker to the Client. Solution Search shall have no liability to the Temporary Worker should the contract between Solution Search and the Client not be concluded.

3 OBLIGATIONS OF SOLUTION SEARCH

3.1 Prior to the commencement of the Assignment, or if this is not practical upon commencement of the Assignment, Solution Search will send the Temporary Worker the Assignment Schedule specifying the duration of the Assignment, the identity of the Client, the Charges payable together with such expenses as may have been agreed, the notice period to terminate the Assignment, the intervals at which payment of the Charges shall be paid to the Temporary Worker by Solution Search or by an intermediary on the instruction of Solution Search, and any other information

relevant to the Assignment.

3.2 Solution Search is responsible for, or will procure the outstanding of:

3.2.1 Paying the Temporary Worker the Charges in accordance with Clause 5 below;

And, where appropriate:

3.2.2 making deductions and accounting to HM Revenue and Customs for income tax in respect of the remuneration of each Temporary Worker;

3.2.3 making deductions and accounting for all necessary national insurance contributions relevant to the remuneration of each Temporary Worker;

3.2.4 making payments and deductions relevant to each Temporary Worker's pension arrangements as are required by law.

3.3 Solution Search will specify its exact requirements by providing the Temporary Worker with full details of the Assignment for which the Temporary Worker is required including any special skills, any special health and safety matters about which Solution Search is obliged to inform the Temporary Worker; and any requirements imposed by law or by any professional body which must be satisfied if the Temporary Worker is to fill the Assignment.

3.4 Solution Search will not allow any Temporary Worker to undertake any work other than that which has been notified by Solution Search.

3.5 Before the start of the Assignment, or, where that is not reasonably practicable, within 7 days of the start of each Assignment, Solution Search will confirm to the Temporary Worker, in writing, the Relevant Terms and Conditions (as defined in Regulation 6 of the AWR) relating to pay, the duration of working time, night work, rest periods, rest breaks and annual leave of any employees (or workers) working for and under the supervision and direction of the Client and engaged in the same or broadly similar work as that for which the Temporary Worker is required in respect of that Assignment having regard, if relevant, to whether they have a similar level of qualification and skill.

3.6 At the Temporary Worker's request at any time Solution Search will provide the Temporary Worker with the information specified in Regulation 14(3) (a) of the AWR, within 7 days of receiving that request.

3.7 Solution Search will comply with its obligations under the AWR and in particular:

3.7.1 insofar as it lies within the Solution Search's power to do so, ensure that the Temporary Worker receives any rights in relation to basic working and employment conditions to which he is entitled under Regulation 5 of the AWR;

3.7.2 ensure that, unless less favourable treatment is justified on objective grounds, the Temporary Worker is treated no less favourably than a comparable worker in relation to the collective facilities and amenities provided by the Client in accordance with and as these terms are defined in Regulation 12 of the AWR;

3.7.3 ensure that during the Assignment the Temporary Worker is informed of any relevant vacant posts with the Client to give the Temporary Worker the same opportunity as a comparable worker to find permanent employment with the Client in accordance with Regulation 13 of the AWR.

3.8 Solution Search undertakes procure that the Client will comply with all obligations, duties and regulations (whether statutory or otherwise) in any way arising from the Services to be provided by the Temporary Worker.

3.9 Solution Search acknowledges and agrees that:

3.9.1 Temporary Workers are engaged under contracts for services and are not the employees of Solution Search;

3.9.2 Temporary Workers are deemed to be under the supervision, direction and control of the Client from the time when they report to the Client to take up their duties until their Assignment ends; 3.9.3 the Client is responsible for all acts, errors and omissions, whether wilful, negligent or otherwise, as if the Temporary Worker was the Client's employee;

3.9.4 the Client will in all respects comply with all statutes, byelaws and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the WTR and the Health and Safety at Work Act 1974;

3.9.5 the Client will provide adequate employer's and public

liability insurance cover for the Temporary Worker during all Assignments; 3.10 Solution Search will endeavour to obtain suitable Assignments for the Temporary Worker. The Temporary Worker acknowledges that the nature of consultancy work means that there may be periods when no suitable Assignments are available. The suitability of a Temporary Worker shall be determined solely by Solution Search who shall incur no liability to the Temporary Worker should it fail to offer the Temporary Worker opportunities to work on any Assignments. No contract shall exist between the parties during periods when the Temporary Worker is not working on an Assignment.

3.11 Solution Search confirms that:

3.11.1 it is not aware of anything which will cause a detriment to the interests of the Temporary Worker or the Client in any Assignment; and 3.11.2 it will inform the Temporary Worker immediately if it becomes aware of any circumstances which would render any Assignment detrimental to the interests of the Temporary Worker or the Client.

3.12 If the Temporary Worker has completed the Qualifying Period on the start date of an Assignment, or completes the Qualifying Period during an Assignment, Solution Search will inform the Temporary Worker of the Qualifying Rate of Pay (if different from the Rate of Pay included in the Charges), any Other Payments and any other Relevant Terms and Conditions to which he will be entitled under the AWR.

3.13 If the Temporary Worker considers that he has not received the Relevant Terms and Conditions on completion of the Qualifying Period, he must advise Solution Search in writing, setting out the basis of the concerns. Solution Search will, within 28 days of such a request, provide the Temporary Worker with a written statement setting out:

3.13.1 relevant information relating to the basic working and employment conditions of the workers of the Client;

3.13.2 the factors Solution Search considered when determining the basic working and employment conditions which applied to the Agency Worker at the relevant time; and

3.13.3 where Solution Search seeks to rely on Regulation 3 of the AWR 2010, relevant information which:

3.13.3.1 explains the basis on which it is considered that an individual is a comparable employee; and

3.13.3.2 describes The Relevant Terms and Conditions which apply to that employee.

4 OBLIGATIONS OF THE TEMPORARY WORKER

4.1 The Temporary Worker warrants:

4.1.1 that he possesses the necessary skill, competence, and qualifications to perform the Assignment; that the Services will be provided with skill, integrity, efficiency and competence; and that he will perform all duties that he is engaged to perform and that the Client expects him to perform;

4.1.2 that he will not be in breach of any obligation which he owes to any third party by entering into the Contract;

4.1.3 to comply with the Client's reasonable requests, standards of work, technical specifications, service related timetable or other targets for progress, and quality assurance during the Assignment;

4.1.4 to comply with all applicable Client policies on IT, IP, Health & Safety, Security, Confidentiality or such other policies conveyed by the Client from time to time, save that he shall not be bound by the policies and procedures which an employee of the Client would be bound by;

4.1.5 that he is legally entitled to reside and work in the United Kingdom and/or such other jurisdictions as are necessary for the Assignment. Any necessary permits are the responsibility of the Temporary Worker and must cover him for all services carried out for the Client;

4.1.6 to notify Solution Search immediately in writing if he becomes insolvent;

4.1.7 to rectify and remedy at his own time and expense any of the Services which are faulty, not properly performed, fail to meet relevant Client specifications or standards;

4.1.8 that all and any information regarding his expertise and experience provided to Solution Search is complete and

accurate and up to date;

4.1.9 that he has been informed of the requirements of the Client and is aware of the Services to be provided;

4.1.10 that he will keep Solution Search advised of any complaints made to him by the Client in relation to the Services;

4.1.11 that if he uses a motor vehicle in connection with the provision of the Services there is in force up to date motor vehicle insurance that covers business use;

4.1.12 that he will sign any confidentiality undertaking required by Solution Search and/or the Client;

4.1.13 that if he is unable or unwilling for any reason to perform the Services, he will notify Solution Search by 09:00 on the first date of incapacity.

4.2 The Temporary Worker shall not be required to provide any advice and assistance in addition to the Services. Any requests to provide such additional advice and assistance shall be subject to the prior approval of Solution Search, and further agreement between Solution Search and the Client as to the level of Charges payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, Solution Search will notify the Temporary Worker of the terms upon which such additional Services will be provided; including details of any new Charges in order that the Charges between the Temporary Worker and Solution Search set out in the Schedule may be adjusted accordingly.

4.3 The Temporary Worker will do nothing to cause Solution Search to be in breach of its obligations under the AWR.

4.4 The Temporary Worker will assist Solution Search in complying with its duties under the WTR by supplying any relevant information about the Assignment requested by Solution Search;

4.5 The Temporary Worker will do nothing to cause Solution Search to be in breach of its obligations under the WTR, and where the services of a Temporary Worker are required or may be required for more than 48 hours in any week, notify Solution Search of this requirement before the commencement of that week.

4.6 If, before the Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to Engage the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that Solution Search shall be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client, at the end of which the Temporary Worker may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition Solution Search will be entitled to charge a fee to the Client if the Client Introduces the Temporary Worker to a third party who subsequently Engages the Temporary Worker within the Relevant Period.

4.7 The Temporary Worker undertakes that, if he accepts any Assignment offered by Solution Search, the Temporary Worker will, as soon as possible before each such Assignment starts, during each Assignment (as appropriate), and at any time at Solution Search's request:

4.7.1 inform Solution Search of any Calendar Weeks before the start of, or during, the relevant Assignment in which the Temporary Worker has worked, via any third party, in the same, or a similar, role with the Client;

4.7.2 provide Solution Search with full details of such work, including details of when, where and the period(s) during which such work was undertaken, the role performed and any other details as Solution Search may reasonably require;

4.7.3 inform Solution Search if, before the start of the relevant Assignment, the Temporary Worker has:

4.7.3.1 completed two or more Assignments with the Client;

4.7.3.2 completed at least one Assignment with the Client and one or more Assignments with any hirer connected to the Client (a hirer will be 'connected to' the Client if either the Client or the hirer (directly or indirectly) has control of the other or a third person (directly or indirectly) has control of both the Client and the hirer); and/or

4.7.3.3 worked in more than two roles during an Assignment with the Client and on at least two occasions have worked in a role that was not the same role as the previous role.

5 CHARGES

5.1 The Charges for the Services shall be as stated in the Assignment Schedule and, unless otherwise indicated, or until the Temporary Worker is entitled to the Qualifying Rate of Pay. The Charges will be paid directly into the Temporary Worker's bank account.

5.2 If the Temporary Worker has completed the Qualifying Period on the start date of the Assignment, or following completion of the Qualifying Period during the relevant Assignment, Solution Search will pay to the Temporary Worker:

5.2.1 the Qualifying Rate of Pay for each hour worked during an Assignment (to the nearest quarter hour), weekly in arrears, subject to any deductions that Solution Search is required to make by law and any deductions that the Temporary Worker has specifically agreed can be made; and

5.2.2 the Other Payments.

5.3 The Temporary Worker is not entitled to receive payment from Solution Search for time not spent on an Assignment, whether in respect of holidays, illness or absence unless otherwise agreed in writing.

5.4 Unless otherwise specified in the Assignment Schedule the Temporary Worker shall be responsible for all expenses of and incidental to the provision of the Services. Expenses agreed by the Client that fall outside of those incidental to the provision of the Services shall be invoiced separately together with supporting receipts, and shall be paid to the Temporary Worker once Solution Search has received cleared funds from the Client. Solution Search is under no obligation to pay expenses to a Temporary Worker when the Client subsequently refuses to authorise payment.

5.5 No payment shall be made to the Temporary Worker should the provision of the Services under the Agreement fail to commence upon the due start date, or fail to commence at all, for whatever reason.

5.6 In the event that any sums are due from the Temporary Worker to Solution Search (howsoever arising), Solution Search reserves the right to deduct those sums from any payments due to the Temporary Worker.

5.7 In relation to holiday entitlement:

Subject to Clause 5.7.2, the Temporary Worker is entitled to the equivalent of 5.6 weeks' paid holiday during each holiday year, to include all entitlement to bank holidays, calculated in accordance with and paid in proportion to the number of hours that the Temporary Worker worked on an Assignment during the holiday year

5.7.1 The holiday year runs from 1 January to 31 December each year. If an Assignment starts or finishes part way through a holiday year, the Temporary Worker's holiday entitlement during that year will be calculated on a pro-rata basis, rounded up to the nearest half day.

5.7.1 On completion of the Qualifying Period, the Temporary Worker may be entitled to paid or unpaid holiday in addition to his entitlement under Clause

5.7.1. If that is the case, Solution Search will inform the Temporary Worker in the Assignment Schedule of any such entitlement, the date it starts and how payment for such entitlement is calculated.

5.7.2 All holiday entitlement must be taken in the holiday year in which it accrues and no untaken holiday can be carried forward to the next holiday year.

5.7.3 The Temporary Worker must give us not less than two weeks' notice of any proposed holiday dates and these must be agreed by the Client in writing in advance. No more than 10 days' holiday may be taken at one time unless prior consent is obtained from the Client. Solution Search may require you to take holiday on specific days, as notified to the Temporary Worker in advance from time to time.

5.7.4 Subject to Clause 5.7.2, in the course of any Assignment in the first year of this Agreement, the Temporary Worker is entitled to request leave at the rate of one-twelfth of his total holiday entitlement in each month of that year.

5.7.5 Where a bank or public holiday falls during an Assignment and the Temporary Worker would ordinarily work on that day then, subject to the Temporary Worker having accrued entitlement for payment for leave, that day will count as part of his paid holiday entitlement.

5.7.6 At the end of each Assignment, the Temporary Worker will be entitled to be paid in lieu of accrued but untaken holiday entitlement for the holiday year in which the Assignment ends, calculated in accordance with Clause 5.7.1

5.7.7 If, at the end of an Assignment, the Temporary Worker has taken more holiday than his accrued entitlement, Solution Search will be entitled to deduct the appropriate amount, calculated in accordance with Clause 5.7.1, from any payment due to the Temporary Worker.

5.8 For the avoidance of doubt, and for the purposes of the WTR 1998, the Temporary Worker's working time will consist only of those periods during which he is carrying out duties or activities for the Client as part of the Assignment. Time spent travelling to the Client's premises (with the exception of time spent travelling between two or more premises of the Client), lunch breaks and rest breaks will not count as part of his working time for these purposes.

6 WORK LOGS

6.1 The Temporary Worker will only claim payment for Services that are supported by fully, correctly completed and signed work logs; and warrants that the time recorded on the work logs is true and accurate.

6.2 The Temporary Worker shall keep a record on weekly work logs of the time spent by him performing the Services for the Client. The Temporary Worker shall have the work logs approved and signed by the Client, and submit them to Solution Search without delay. The Temporary Worker undertakes to do all things necessary to ensure approval and signature of the work logs by the Client. 6.3 The Temporary Worker will submit a work log for the Services performed during the previous week as follows:

By 17:00 on Tuesday for payment on Friday; or,

Any delay out of the Temporary Worker's control must be notified immediately to Solution Search. Failure to provide Solution Search with an approved and signed work log will delay payment to the Temporary Worker until the following week.

6.4 Expenses will only be paid to the Temporary Worker if they have been incurred with the Client's prior written approval. Invoices for expenses submitted to Solution Search must be supported by documentary evidence of expenditure and of prior Client approval.

6.5 If applicable, hours/days worked in excess of those specified in the Assignment Schedule must be authorised in advance by the Client and shall be paid in accordance with the rate stated in the Schedule.

6.6 Upon request the Temporary Worker shall supply Solution Search with a copy of its bank details, National Insurance details, bank account details; and his company's certificate of incorporation and VAT registration certificate if applicable. Solution Search reserves the right to withhold payment of the Charges until it is in receipt of these documents and a completed Payroll Information Sheet.

7 CONFIDENTIALITY, INTELLECTUAL PROPERTY & DATA PROTECTION

7.1 The Temporary Worker agrees that it shall keep confidential all information of a confidential or commercially sensitive nature that it obtains from the Client (or from any person acting on behalf of the Client) and Solution Search ("the Confidential Information"), and shall use such Confidential Information solely to fulfill their respective obligations under the Terms or as may be required by law. 7.2 For the purposes of this Clause 7, the following shall not be classified as Confidential Information:

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

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

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

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

7.2.5 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.

7.3 The Temporary Worker shall at the request of Solution Search use its best endeavours to ensure that the he signs such confidentiality agreement(s) in favour of the Client as the Client may reasonably require.

7.4 The Terms are Confidential Information. The Temporary Worker may not enter into direct negotiations or discussions with the Client with regard to the Charges, Assignment duration, or termination of the Assignment, without the express prior written consent of Solution Search.

7.5 The Temporary Worker warrants that:

7.5.1 except as permitted by law, he shall not disclose any Confidential Information without prior written consent; and

7.5.2 he shall not make any unauthorised use of any Confidential Information; and

7.5.3 he shall immediately notify Solution Search should he become aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of the Assignment and shall provide such assistance as is reasonable to deal with such an event.

7.6 All property, software and other materials supplied by the Client during the Assignment shall at all times remain the property of the Client, and shall be delivered up to the Client at the conclusion of the Assignment.

7.7 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 Temporary Worker (the "Works"), shall belong absolutely to the Client. Accordingly, the Temporary Worker 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.

7.8 The Temporary Worker shall, where requested, use his best endeavours to ensure the waiver of any moral rights by him in respect of the Works or other Services performed.

7.9 Notwithstanding the above clauses, Solution Search and the Temporary Worker shall be entitled to continue to use and exploit methodologies, techniques, procedures and know-how employed in or associated with the Assignment.

7.10 The Temporary Worker warrants that he has the right to utilise all software that he may utilise in connection with the Services, that such use does not infringe any third-party property rights, and that all necessary licences in connection with the use of all software have been purchased.

7.11 The Temporary Worker hereby assigns to Solution Search 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 this contract, the Temporary Worker holds legal title in these rights and inventions on trust for Solution Search.

7.12 The Temporary Worker waives any moral rights in the Works to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1888 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 Temporary Worker's moral rights.

7.13 The Temporary Worker agrees to indemnify Solution Search and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Solution Search, or for which Solution Search may become liable, with respect to any intellectual property infringement

claim relating to the Works.

7.14 For the purpose of this clause 8 the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” will have the meanings prescribed under the Data Protection Legislation.

7.15 Solution Search acknowledges that for the purposes of the Data Protection Legislation, it will be a Data Controller and a Data Processor. Clauses 7.16 to 7.19 below set out the relevant particulars of the Processing as required by the Data Protection Legislation.

7.16 The subject matter of Data Processing is to Process Contractor Personal Data as is necessary to supply the recruitment services pursuant to the Agreement.

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

7.18 The category of Data Subjects is Contractors, Representatives, and any other individuals Introduced to a Client pursuant to the Agreement.

7.19 The type of Personal Data will include a Contractor’s first and last name, Contact information (email, phone, address), ID data, professional life data, and Personal life data (including residency and immigration status).

7.20 In relation to any Personal Data processed in connection with the performance of its obligations under this Agreement Solution Search shall, and shall use its reasonable endeavours to ensure that the Client shall:

7.20.1 Process that Personal Data only on the written instructions of the Contractor unless required to do otherwise by applicable law;

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

7.20.3 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, 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:

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

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

7.20.3.3 the cost of implementing any measures; And Solution Search 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;

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

7.20.5 immediately inform the Candidate if it considers that any of the Candidate’s instructions infringe the Data Protection Legislation;

7.20.6 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, Solution Search shall comply with any safeguards put in place to protect the Personal Data. Solution Search shall also ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;

7.20.7 notify the Contractor 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;

7.20.8 notify the Candidate 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;

7.20.9 at the written direction of the Candidate, delete or return Personal Data and copies thereof to the Candidate unless required by applicable law to store the Personal Data;

7.20.10 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,

7.20.11 assist and co-operate with the Candidate 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 Candidate shall be solely responsible for its own costs in complying with this provision.

7.21 The Contractor warrants that 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 Search only for purposes relating to any actual or potential Assignment, whether within or outside the EU.

8 WORK LOGS

8.1 Unless otherwise stated in the Assignment Schedule, either party may terminate an Assignment without cause by giving the other party immediate verbal notice which is followed up in writing within 7 days.

8.2 The Terms shall automatically terminate on the completion, expiry, or sooner termination of the Assignment; unless the Assignment is extended or the Parties agree that the Terms shall prevail over a subsequent Assignment.

8.3 Solution Search may immediately terminate each and every Assignment concluded under the Terms without liability to the Temporary Worker by giving notice to the Temporary Worker at any time if:

8.3.1 the Temporary Worker fails to comply with any of his obligations under the Terms;

8.3.2 the Temporary Worker makes any voluntary arrangement with his creditors (within the meaning of Insolvency Act 1886), or becomes subject to a Bankruptcy order;

8.3.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Temporary Worker;

8.3.4 the Temporary Worker ceases, or threatens to cease, to carry on business;

8.3.5 the Client finds the Temporary Worker to be negligent, inefficient or technically unsuitable

8.3.6 the Client advises Solution Search that the Temporary Worker has, in its reasonable view, committed an act of misconduct which makes it unacceptable for the Client to use the Services;

8.3.7 the Client fails to make payment to Solution Search in accordance with its contract with Solution Search for the provision of Services;

8.3.8 the contract between Solution Search and the Client fails to commence for whatever reason;

8.3.9 the Temporary Worker is convicted of a serious criminal offence which, in the opinion of Solution Search, could affect Solution Search’s reputation;

8.3.10 the contract between the Client and Solution Search is terminated for any reason.

9 WARRANTIES AND INDEMNITIES

9.1 The Temporary Worker warrants to Solution Search that any computer equipment and associated software which he provides for the purpose of providing the Services contains anti-virus protection with the latest released upgrade from time to time.

9.2 The Temporary Worker warrants that he will not engage in any conduct detrimental to the interests of Solution Search or the Client; which includes any conduct tending to bring Solution Search or the Client into disrepute, or which results in the loss of custom or business.

9.3 The Temporary Worker warrants that he will notify Solution

Search immediately in writing if he should become insolvent.

9.4 The Temporary Worker shall indemnify and keep indemnified Solution Search in full against:

9.4.1 any liability, costs, expenses, loss, damage or injury to any party resulting from his acts or omissions, whether or not such act or omission constitutes a breach of the Terms;

9.4.2 any liability, costs, expenses, loss, damage or injury suffered by Solution Search to the Client;

Save that nothing in this clause 9 shall attempt to exclude or restrict liability for personal injury or death resulting from negligence, any statutory liability or any exclusion or limitation which is prohibited by law including, but not limited to, fraud.

10 MISCELLANEOUS

10.1 Solution Search reserves the right to review and to revise the Terms with prior notice to the Temporary Worker.

10.2 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 and sent either by email or first class mail.

10.3 No waiver by Solution Search of any breach of the Terms by the Temporary Worker shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.4 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.

10.5 Except as expressly provided in the Terms a person who is not a Party to the Terms 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.

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

Signed on behalf of Solution Search Ltd

Date:

Signed on behalf of the Client

Date _____