

TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF UMBRELLA CONTRACT

BETWEEN:

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

AND (registered in England and Wales under number) whose registered office is at ("the Umbrella Company")

Together "the Parties" 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 the Umbrella Company 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 charges payable to the Umbrella Company by Solution Search in addition to the Temporary Worker's Rate of Pay in the Assignment Schedule; 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laws and regulations relating to the Processing of Personal Data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the guidance and codes of practice issued by the UK's Information Commissioner;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 Charges and 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 by the Umbrella Company after his completion of the Qualifying Period under the AWR (if appropriate) if it is higher than the Rate of Pay;

"Rate of Pay" the rate of pay that will be paid to the Temporary Worker by the Umbrella Company;

"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;

"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;

"Temporary Worker" the worker supplied by the Umbrella Company to the Client to carry out the Services for the Client with whom Solution Search has entered into a contract for the supply of services, and who is named in the Assignment Schedule;

"WTR" the Working Time Regulations 1998. 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 Umbrella Company. 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 the Temporary Worker's interview 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 Umbrella Company, Solution Search is acting as an employment business.

2.5 The Umbrella Company agrees that if the Temporary Worker is to be treated as if he is the employee of the Client throughout the duration of the Assignment, the Temporary Worker will undertake 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. If the Temporary Worker is an independent Limited company providing service in business on its own account, the Temporary Worker will co-operate with the Client's reasonable instructions whilst retaining its own direction and control over the manner, time, and place in which it provides the Services during the Assignment.

2.6 Except as agreed in the Assignment Schedule, Solution Search is under no obligation to provide any Temporary Workers to the Umbrella Company. Upon expiry of an Assignment, neither Solution Search nor the Umbrella Company has any automatic right to continuation; and Solution Search is under no obligation to provide further or alternative Temporary Workers to the Umbrella Company.

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 Umbrella Company withdraw from the supply of a Temporary Worker to the Client. Solution Search shall have no liability to the Umbrella Company should the contract between Solution Search and the Client not be concluded.

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 Umbrella Company 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 Umbrella Company by Solution Search, and any other information relevant to the Assignment.

3.2 Solution Search will pay the Umbrella Company the Charges and the Rate of Pay in accordance with Clause 5 below.

3.3 Solution Search will specify its exact requirements by providing the Umbrella Company 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 Umbrella Company; 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 Before the start of the Assignment, or, where that is not reasonably practicable, within 7 days of the start of each Assignment, where relevant Solution Search will confirm to the Umbrella Company 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 other 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.

3.5 Where relevant and at the Umbrella Company's request at any time, Solution Search will provide the Umbrella Company with the information specified in Regulation 14(3) (a) of the AWR, within 7 days of receiving that request.

3.6 Solution Search acknowledges and agrees that where the AWR apply to an Assignment:

3.6.1 Temporary Workers are engaged under contracts for services and are not the employees of the Umbrella Company;

3.6.2 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;

3.6.3 The Client is responsible for all acts, errors, and omissions, whether wilful, negligent, or otherwise, as if the Temporary Worker were the Client's employee;

3.6.4 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;

3.6.5 The Client will provide adequate employer's and public liability insurance cover for the Temporary Worker during all Assignments;

3.7 Solution Search will endeavour to obtain suitable Assignments for the Temporary Worker. The Umbrella Company 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 Umbrella Company 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.

3.8 Solution Search confirms that:

3.8.1 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

3.8.2 It will inform the Umbrella Company immediately if it becomes aware of any circumstances which would render any Assignment detrimental to the interests of the Temporary Worker or the Client.

3.9 Where the AWR apply, 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 Umbrella Company of the Qualifying Rate of Pay (if different from the Rate of Pay), any Other Payments and any other Relevant Terms and Conditions to which he will be entitled under the AWR.

3.10 Where clause 3.9 above applies, if the Umbrella Company considers that it has not received the Relevant Terms and Conditions on completion of the Qualifying Period, it 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 Umbrella Company with a written statement setting out:

3.10.1 Relevant information relating to the basic working and employment conditions of the workers of the Client;

3.10.2 The factors Solution Search considered when determining the basic working and employment conditions which applied to the Temporary Worker at the relevant time; and,

3.10.3 Where Solution Search seeks to rely on Regulation 3 of the AWR 2010, relevant information which explains the basis on which it is considered that an individual is a comparable employee; and describes the Relevant Terms and Conditions which apply to that employee.

3.11 Solution Search undertakes to 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.

OBLIGATIONS OF THE CLIENT

4.1 The Umbrella Company warrants that the Temporary Worker:

4.1.1 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 Will not be in breach of any obligation which he owes to any third party by entering into the Terms;

4.1.3 Will 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 Will 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 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 Umbrella Company and must cover the Temporary Worker for all services carried out for the Client;

4.1.6 Will notify the Umbrella Company and Solution Search immediately in writing if he becomes insolvent;

4.1.7 Will 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 Will ensure that all and any information regarding his expertise and experience provided to the Umbrella Company and Solution Search is complete and accurate and up to date;

4.1.9 Has been informed of the requirements of the Client and is aware of the Services to be provided;

4.1.10 Will keep the Umbrella Company and Solution Search advised of any complaints made to him by the Client in relation to the Services;

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

4.1.12 Will sign any confidentiality undertaking required by Solution Search and/or the Client;

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

4.2 Neither the Umbrella Company nor the Temporary Worker shall 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 the Solution Search, and further agreement between Solution Search and the Client as to the Rates of Pay payable for such additional advice and assistance. If such additional advice and assistance is agreed, Solution Search will notify the Umbrella Company of the terms upon which such additional Services will be provided; including details of any new Rates of Pay in order that the Charges between the Umbrella Company and Solution Search set out in the Schedule may be adjusted accordingly.

4.3 The Umbrella Company warrants that it will do nothing to cause Solution Search to be in breach of its obligations under the AWR.

4.4 The Umbrella Company 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 Umbrella Company warrants that it 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 Where relevant the Umbrella Company will comply at all times with the requirements of Chapter 3 in Part 3 of the Finance Act 2004 ("the 2004 Act") and The Income Tax (Construction Industry Scheme) Regulations 2005 ("the CIS Regulations"); and,

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

4.6.2 Confirms that it is registered for gross payment under section 63 of the 2004 Act;

4.7 Where relevant Solution Search will procure that the Client will verify Solution Search with HMRC (in accordance with regulation 6 of the CIS Regulations), and the Client will make payments to Solution Search and deductions thereon under these Terms only as directed by HMRC. Any payments required to be made to the Umbrella Company will be made gross of such deduction (if any) as Solution Search 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 by the Client to Solution Search.

4.8 If 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 Umbrella Company acknowledges that Solution Search if 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. If during the course of an Assignment or within the Relevant Period, the Client wishes to Engage a Temporary Worker who has given notice that Regulation 32 (9) of the Regulations shall not apply to the Assignment direct or through another employment business, the Umbrella Company shall procure that the Temporary Worker shall pay Solution Search a fee of 20% of the Remuneration to be paid to the Temporary Worker by the Client.

4.9 Where the AWR apply the Umbrella Company undertakes that, if the Temporary Worker accepts any Assignment offered by Solution Search, it will, as soon as possible before each such Assignment starts, during each Assignment (as appropriate), and at any time at Solution Search's request:

4.9.1 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;

4.9.2 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;

4.9.3 Inform Solution Search if, before the start of the relevant Assignment, the Temporary Worker has:

4.9.3.1 Completed two or more Assignments with the Client;

4.9.3.2 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

4.9.3.3 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.

4.9.4 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;

4.9.5 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;

4.9.6 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.

4.10 Where applicable to the Temporary Worker and the Assignment, the Umbrella Company is responsible for making deductions and where applicable accounting to HMRC for income tax, national insurance contributions and pension contributions from and in respect of the Rate of Pay payable to Temporary Worker.

4.11 The Umbrella Company shall indemnify Solution Search against any costs, demands, penalties or claims which may be brought against Solution Search by HMRC arising from the Umbrella Company's breach of clause 4.10 above.

4.12 If the Temporary Worker opts out of Regulation 32 (9) of the Regulations, the Umbrella Company shall provide the Temporary Worker's notice to that effect before the commencement of the Assignment.

4.13 The Umbrella Company shall not, for the duration of the Terms and for 12 months thereafter, directly, or indirectly solicit or entice away, or endeavour to solicit or entice away from Solution Search any staff member of Solution Search with whom the Umbrella Company has had material dealings during the Terms. If the Umbrella Company is in breach of this clause 4.13 it 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 Search. The Umbrella Company acknowledges that this fee recognises the losses and additional management costs incurred by Solution Search in these situations, that it represents liquidated damages, and that it is not a penalty clause.

4.14 The Umbrella Company shall not, for the duration of the Terms and for 12 months thereafter, directly supply the Temporary Worker to the Client. If the Umbrella Company is in breach of this clause 4.14 it shall be liable to pay Solution Search an Introduction fee calculated as 35% of the Temporary Worker's Remuneration. The Umbrella Company acknowledges that this fee recognises the losses and additional management costs incurred by Solution Search in these situations, that it represents liquidated damages, and that it is not a penalty clause.

CHARGES

5.1 The Charges shall include the Rate of Pay for the Services 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 and the Rate of Pay will be paid to the Umbrella Company by Solution Search. The Umbrella Company shall be responsible for making payment of the Rate of Pay to the Temporary Worker subject to the relevant deductions below, within 3 working days of receipt of payment of the Charges from Solution Search.

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 Umbrella Company:

5.2.1 The Qualifying Rate of Pay for each hour worked by the Temporary Worker during an Assignment (to the nearest quarter hour), and any deductions that the Umbrella Company has specifically agreed can be made; and

5.2.2 The Other Payments.

5.3 The Umbrella Company is not entitled to receive payment from Solution Search for the Temporary Worker's 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 Umbrella Company 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 incidentals to the provision of the Services shall be invoiced separately together with supporting receipts and shall be paid to the Umbrella Company once Solution Search has received cleared funds from the Client. Solution Search is under no obligation to pay expenses to an Umbrella Company when the Client subsequently refuses to authorise payment.

5.5 No payment shall be made to the Umbrella Company should the provision of the Services under the Terms 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 Umbrella Company to Solution Search (howsoever arising), Solution Search reserves the right to deduct those sums from any payments due to the Umbrella Company.

5.7 In relation to any holiday entitlement to which the Temporary Worker may be entitled:

5.7.1 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. 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.

5.7.2 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 Umbrella Company in the Assignment Schedule of any such entitlement, the date it starts and how payment for such entitlement is calculated.

5.7.3 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.

5.7.4 The Umbrella Company must give Solution Search not less than two weeks' notice of any proposed holiday dates for the Temporary Worker 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 the Temporary Worker to take holiday on specific days, as notified to the Umbrella Company in advance from time to time.

5.7.5 Subject to Clause 5.7.2, in the course of any Assignment in the first year of these Terms, 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.

5.7.6 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.

5.7.7 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.

5.7.8 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 Umbrella Company.

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.

5.9 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 has warranted to Solution Search that prior to the commencement of an Assignment it will provide Solution Search with written confirmation whether the deemed employment status in which a limited company Temporary Worker will provide the Services under the Assignment is of a worker or a deemed employee ("the Status Determination Statement").

5.10 Upon receipt of the Status Determination Statement Solution Search shall provide the same to the Umbrella Company to decide whether to pay a limited company Temporary Worker gross or net of Pay As You Earn tax ("PAYE") and Class 1 National Insurance Contributions (primary and secondary) ("NICs").

5.11 Solution Search has reserved the right to request the Client to provide reasons for the conclusion reached in the Status Determination Statement. The Client will have 45 days of the date of such request to provide Solution Search with written confirmation of its reasons for reaching its assessment, and if so required replace the Status Determination Statement.

5.12 If the Client fails to provide a Status Determination Statement to Solution Search in accordance with clause 5.8 above or the Off-Payroll Legislation, Solution Search has reserved the right to reach its own conclusion about the Temporary Worker's deemed employment status.

5.13 The Umbrella Company shall co-operate with the Client and/or Solution Search's reasonable requests for information if HMRC challenges the Status Determination Statement and/or Solution Search's decision to pay the Temporary Worker net or gross of PAYE and NICs.

5.14 The Umbrella Company undertakes to procure that the Temporary Worker will notify Solution Search without delay if it has reason to believe that the circumstances under which it provides or will provide the Services under the Assignment has or will change such that the outcome of the Status Determination Statement would be different to that previously notified by the Client to Solution Search.

5.15 The Umbrella Company shall indemnify (and keep it indemnified fully on demand) and hold harmless Solution Search against any and all losses, damages, costs, claims, penalties, interest, or expenses suffered by Solution Search as a consequence of:

5.15.1 Solution Search relying, in good faith, on a Status Determination Statement which was incorrect, incomplete, out of date, or misleading due to information provided to the Client by the Temporary Worker;

5.15.2 any act, omission, default, delay, negligence, or breach of statutory duty by or on the part of the Umbrella Company to assist the Client to comply with its obligations to provide the Client with a Status Determination Statement;

5.15.3 Any claim by HMRC in respect of PAYE or NICs which should have been paid or deducted by the Umbrella Company under the Off-Payroll Legislation;

5.15.4 Any breach of the warranties/indemnities contained in this clause 5.

5.16 Nothing in this clause shall limit Solution Search'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.

5.17 Solution Search reserves the right upon giving reasonable notice to the Umbrella Company to decrease the Charges payable on the Assignment Schedule to take into account any increase or changes in liability to make PAYE or NICs, or any new provisions, other taxes, rates, costs, or liabilities whatsoever which are levied against Solution Search by HMRC, any statutory instrument regulation, rule, or act of Parliament.

5.18 Solution Search shall be entitled to terminate the Assignment by notice to the Umbrella Company with immediate effect if:

5.18.1.1 It does not receive notice from the Client pursuant to clause 5.9 above; or,

5.18.2 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 of the Status Determination Statement; or,

5.18.3 it receives a late Status Determination Statement which indicates that Solution Search's conclusion made pursuant to clause 5.12 above about the Contractor's deemed employment status may be incorrect.

WORK LOGS

6.1 The Umbrella Company 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 Umbrella Company shall procure that the Temporary Worker shall keep a record on weekly work logs of the time spent by him performing the Services for the Client. The Umbrella Company shall procure that the Temporary Worker shall have the work logs approved and signed by the Client and submit them to Solution Search without delay. The Umbrella Company undertakes to do all things necessary to ensure approval and signature of the work logs by the Client.

6.3 The Umbrella Company will submit a work log for the Services performed during the previous week as follows:

By 12:00 on Tuesday for payment on Friday; or,
By 17:00 on Wednesday for payment on the Monday of the next week

Any delay out of the Umbrella Company'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 Umbrella Company until the following week.

6.4 Expenses will only be paid to the Umbrella Company 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 Umbrella Company shall supply Solution Search with a copy of its bank details, bank account details, certificate of incorporation and VAT registration certificate. 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.

CONFIDENTIALITY, INTELLECTUAL PROPERTY AND DATA PROTECTION

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

7.4 The Terms are Confidential Information. The Umbrella Company may not enter 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 Umbrella Company warrants that:

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

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

7.5.3 It shall immediately notify Solution Search should it 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 to the Temporary Worker 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 Umbrella Company (the "Works"), shall belong absolutely to the Client. Accordingly, the Umbrella Company shall procure that the Temporary Worker shall execute all such documents and do all such acts as the Client may from time to time require, 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 Umbrella Company shall, where requested, use its best endeavours to ensure the Temporary Worker's waiver of any moral rights by him in respect of the Works or other Services performed.

7.9 Notwithstanding the above clauses, all of the Temporary Worker, Solution Search and the Umbrella Company 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 Umbrella Company warrants that the Temporary Worker 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 licenses in connection with the use of all software have been purchased.

7.11 The Umbrella Company 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 Umbrella Company holds legal title in these rights and inventions on trust for Solution Search.

7.12 The Umbrella Company will procure that the Temporary Worker 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 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 Umbrella Company 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 7.14 the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" will have the meanings prescribed under the Data Protection Legislation.

7.14.1 Solution Search acknowledges that for the purposes of the Data Protection Legislation, it will be a Data Controller and a Data Processor. Clauses 7.14.2 to 7.14.6 below set out the relevant particulars of the Processing as required by the Data Protection Legislation.

7.14.2 The subject matter of Data Processing is to Process the Umbrella Company's and the Temporary Worker's

Personal Data as is necessary to supply the recruitment services pursuant to the Terms.

7.14.3 The nature and purpose of the Data Processing is to provide the recruitment services pursuant to the Terms.

7.14.4 The category of Data Subjects is the Umbrella Company, Temporary Workers, and any other individuals Introduced to a Client pursuant to the Terms.

7.14.5 The type of Personal Data will include an Umbrella Company's and/or a Temporary Worker'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).

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

7.14.6.1 Process that Personal Data only on the written instructions of the Umbrella Company unless required to do otherwise by applicable law;

7.14.6.2 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 the Solution Search, unless required to do otherwise under applicable law;

7.14.6.3 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:

- i) the nature, scope, context, and purposes of the Processing of the Personal Data to be protected,
- ii) the state of the art in technological developments in information security; and
- iii) 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;

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

7.14.6.5 Immediately inform the Umbrella Company if it considers that any of the Umbrella Company's instructions infringe the Data Protection Legislation;

7.14.6.6 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. The Solution Search shall also ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;

7.14.6.7 Notify the Umbrella Company 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;

7.14.6.8 Notify the Umbrella Company 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;

7.14.6.9 At the written direction of the Umbrella Company, delete or return Personal Data and copies thereof unless required by applicable law to store the Personal Data;

7.14.6.10 Maintain complete and accurate records and information to demonstrate its compliance with this clause 7 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,

7.14.6.11 Assist and co-operate with the Umbrella Company 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 Umbrella Company shall be solely responsible for its own costs in complying with this provision.

7.14.7 The Umbrella Company warrants that the Temporary Worker 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.

7.14.8 The Umbrella Company will procure that it and the Temporary Worker will comply with any applicable Data Protection Legislation during the provision of the Services.

7.14.9 The Umbrella Company shall indemnify the Solution Search against all loss, liability, damages, costs, third party claims, fees, and reasonable incurred expenses which the Solution Search, the Temporary Worker and/or any of its Clients may incur or suffer by reason of any breach of this Clause 7 or the Data Protection Legislation by the Umbrella Company. 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 Search.

TERMS AND TERMINATION

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 Umbrella Company by giving notice to the Umbrella Company at any time if:

8.3.1 The Umbrella Company fails to comply with any of his obligations under the Terms;

8.3.2 The Umbrella Company makes any voluntary arrangement with his creditors (within the meaning of Insolvency Act 1986), 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 Umbrella Company;

8.3.4 The Umbrella Company 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.

WARRANTIES AND INDEMNITIES

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

9.2 The Umbrella Company warrants that the Temporary Worker 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 Umbrella Company warrants that it will notify Solution Search immediately in writing if it should become insolvent.

9.4 The Umbrella Company 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 its or the Temporary Worker's 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 or the Client as a result of the Umbrella Company's breach of the Terms;

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.

MISCELLANEOUS

10.1 Solution Search reserves the right to review and to revise the Terms with prior notice to the Umbrella Company.

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 Umbrella Company 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

Signed

Print Name Simon Haupt

Dated

Signed ON BEHALF OF THE CLIENT

Signed

Print Name

Dated