TERMS OF BUSINESS WITH A HIRER FOR THE SUPPLY OF A LIMITED COMPANY CONTRACTOR WHO HAS NOT OPTED OUT OF THE CONDUCT REGULATIONS (WITHIN IR35)

THE PARTIES

(1) Paxton Personnel Limited registered company no. 4230624 of Unit 5, Kingsway Business Park, Oldfield Road, Hampton TW12 2HD (**"the Employment Business"**).

(2) The person, firm or corporate body that requires the services (**"the Hirer"**) to whom the Intermediary is Introduced. For the avoidance of doubt the Hirer shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Intermediary is introduced.

RECITALS

(A) The Employment Business carries on the business of sourcing and supplying contractors to provide services to clients of the Employment Business. The Hirer has instructed the Employment Business to supply an Intermediary to provide certain services, (**"the Intermediary Services"**) as specified in the relevant Assignment Details Form.

(B) The Employment Business will Introduce an Intermediary to the Hirer to provide the Intermediary Services on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

"Agency Worker"	means any officer, employee, worker or representative of the Intermediary supplied to provide the Intermediary Services;
"Agency Workers Regulations"	means the Agency Workers Regulations 2010
"Assignment"	means the Intermediary Services to be performed by the Agency Worker for a period of time during which the Intermediary is supplied by the Employment Business to provide Intermediary Services to the Hirer;
"Assignment Details Form"	means written confirmation of the Assignment details agreed with the Hirer prior to commencement of the Assignment;
"AWR Claim"	means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the Agency Workers Regulations;
"Calendar Week"	means any period of seven days starting with the same day as the first day of the First Assignment;

"Charges"	means the charges as notified to the Hirer at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Intermediary's fees, the Employment Business' commission, and any travel, hotel or other disbursements as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable;
"Comparable Employee"	means as defined in Schedule 1 to this Agreement;
"Conduct Regulations"	means the Conduct of Employment Agencies and Employment Businesses Regulations
"Control"	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
"Data Protection Laws"	means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
"Engagement"	means the engagement, employment or use of the Intermediary's services or the services of the Agency Worker, by the Hirer or by any third party to whom they have been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis whether under a contract of service or for services, or an agency, licence, franchise or partnership arrangement, or any other engagement and "Engage", "Engages" and "Engaged" shall be construed accordingly;
"First Assignment"	means: (a) the relevant Assignment; or (b) if, prior to the relevant Assignment: (i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and (ii) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the

relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

"Hirer's Group"	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
"Intermediary"	means the person, firm or corporate body Introduced to the Hirer by the Employment Business to carry out an Assignment (and, save where otherwise indicated, includes any Agency Worker);
"Introduction"	means (i) the passing to the Hirer of a curriculum vitæ or information which identifies the Intermediary or Agency Worker (ii) the Hirer's interview of an Intermediary or Agency Worker (in person, by telephone or by any other means), following the Hirer's instruction to the Employment Business to supply a temporary worker; or (iii) the supply of an Intermediary; and, in any case, which leads to an Engagement of that temporary worker, Intermediary or Agency Worker; and "Introduces" and "Introducing" shall be construed accordingly;
"Losses"	means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
"Period of Extended Hire"	means any additional period that the Hirer wishes the Intermediary to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
"Qualifying Period"	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in Schedule 1 to this Agreement;
"Relevant Period"	means (a) the period of 8 weeks commencing on the

day after the last day on which the Intermediary worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Intermediary worked for the Hirer having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous Assignment;

"Relevant Terms and Conditions" means terms and conditions relating to:

(a) pay;
(b) the duration of working time;
(c) night work;
(d) rest periods;
(e) rest breaks; and
(f) annual leave

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) any such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

"Remuneration" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Intermediary for services rendered to or on behalf of the Hirer. Where a company car is provided, a notional amount of will be added to the sums paid to the Intermediary in order to calculate the Employment Business' fee;

"Temporary Work Agency" means as defined in Schedule 1 to this Agreement;

"Transfer Fee" means the fee payable in accordance with clause 8 below and Regulation 10 of the Conduct Regulations; and

"Vulnerable Person" means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

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

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

1.4. Any reference, express or implied, to an enactment includes a reference to that

enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE CONTRACT

2.1. This Agreement together with the attached Schedules and any applicable Assignment Details Form (**"Agreement"**) constitutes the contract between the Employment Business and the Hirer for the supply of the Intermediary Services by the Employment Business to the Hirer, and is deemed to be accepted by the Hirer by virtue of its request for, interview with, or Engagement of an Intermediary or the passing of any information about the Agency Worker or Intermediary to any third party following an Introduction.

2.2. This Agreement contains the entire agreement between the Parties and unless otherwise agreed in writing by a Director of the Employment Business shall prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.

2.3. Subject to Clause 6.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a Director of the Employment Business and the Hirer and are set out in writing and a copy of the varied terms is given to the Hirer stating the date on or after which such varied terms shall apply.

2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when Introducing an Intermediary for Assignments with the Hirer.

2.5. The Hirer acknowledges that the Intermediary and the Agency Worker carrying out the Assignment have not opted out of the Conduct Regulations and that all of the Conduct Regulations apply to this Agreement.

2.6. The Hirer acknowledges that the Employment business may be required to advertise from time to time for a suitable contractor to fulfil the contract specified. The client expressly gives permission for this. The consultancy will not divulge the Hirer name in any advertising without first seeking permission.

3. OBLIGATIONS OF THE HIRER

3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following:

3.1.1. the type of work that the Intermediary would be required to do;

3.1.2. the location and hours of work;

3.1.3. the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position;

3.1.4. any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks;

3.1.5. the date the Hirer requires the Intermediary to commence the Assignment;

3.1.6. the duration or likely duration of the Assignment.

3.2. The Hirer will comply with its obligations under Regulations 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.

3.3. To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request:

3.3.1. to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;

3.3.2. if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Hirer via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business;

3.3.3. to inform the Employment Business if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

3.3.3.1. completed two or more assignments with the Hirer;

3.3.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

3.3.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role;

3.3.4. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:

3.3.4.1. provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the

time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;

3.3.4.2. inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;

3.3.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee; and

3.3.4.4. inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and

3.3.5. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.

3.4. In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Hirer will:

3.4.1. integrate the Agency Worker into its relevant performance appraisal system;

3.4.2. assess the Agency Worker's performance;

3.4.3. provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and

3.4.4. provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.

3.5. The Hirer will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.

3.6. The Hirer warrants that:

3.6.1. all information and documentation supplied to the Employment Business in accordance with clauses 3.3, 3.4 and 3.5 is complete, accurate and up-to-date; and

3.6.2. it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.3, 3.4 and 3.5.

3.7. Without prejudice to clauses 14.6 and 14.7, the Hirer shall inform the Employment Business in writing of any:

3.7.1. oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; and

3.7.2. written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker

as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Hirer and the Hirer undertakes to take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Hirer will provide the Employment Business with a copy of any such written statement.

3.8. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Intermediary for the Intermediary to fill the Assignment.

4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER

4.1. When Introducing an Intermediary to the Hirer the Employment Business shall inform the Hirer:

4.1.1. of the identity of the Intermediary and that of the Agency Worker supplied by the Intermediary to carry out the Assignment;

4.1.2. that the Agency Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;

4.1.3. that the Agency Worker is willing to work in the Assignment;

4.1.4. details of the Intermediary Services to be provided; and

4.1.5. the Charges.

4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Intermediary is Introduced for an Assignment in the same position as one in which the Intermediary had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

5. TIMESHEETS

5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week or is completed or finished before the end of a week), the Hirer shall verify the execution of the Employment Business by completing and returning a form provided to the Hirer for this purpose. Hirer execution of the Consultancy Service is accepted via email authorisation from the Hirer, digital spreadsheet emailed directly from the Hirer, verification via our online timesheet portal or signed timesheets. **Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the charges in respect of the hours worked.**

5.2. The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Intermediary. In the event that the Hirer is dissatisfied with the work performed by the Intermediary the provisions of clause 10.1 and 11 below shall apply

6. CHARGES

6.1. The Hirer agrees to pay the Charges.

6.2. The Employment Business reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:

6.2.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or

6.2.2. if there is any variation in the Relevant Terms and Conditions.

6.3. The Charges are invoiced to the Hirer on a weekly basis and are payable within 28 days.

6.4. In addition to the Charges, the Hirer will pay the Employment Business an amount equal to any bonus that the Hirer awards to the Agency Worker in accordance with clause 3.4 immediately following any such award and the Employment Business will pay any such bonus to the Intermediary for onward payment to the Agency Worker. For the avoidance of doubt, the Hirer will also pay any employers' National Insurance contributions and the Employment Business' commission in addition to any bonus payable to the Agency Worker.

6.5. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under clause 6.4.

6.6. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

6.7. There are no refunds payable in respect of the Charges.

6.8. The Hirer's obligations under this clause 6 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights.

7. PAYING THE INTERMEDIARY

The Employment Business is responsible for paying the Intermediary.

8. TRANSFER FEES

8.1. The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages the Intermediary or any Agency Worker Introduced by the Employment Business other than via the Employment Business, or introduces the Intermediary or any Agency Worker to a third party and such introduction results in an Engagement of the Intermediary or any Agency Worker by the third party other than via the Employment Business and:

8.1.1. where the Intermediary or Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or

8.1.2. where the Intermediary or Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.

The Transfer Fee will be calculated in accordance with Schedule 2.

8.2. If the Hirer wishes to Engage the Intermediary other than via the Employment Business, without liability to pay a Transfer Fee the Hirer may, on giving 1 week's written notice to the Employment Business, engage the Intermediary for the Period of Extended Hire specified in Schedule 2.

8.3. During such Period of Extended Hire the Employment Business shall supply the Intermediary on the same terms on which it has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.2; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Intermediary for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Intermediary on the same terms as the Assignment; but the Intermediary or the Agency Worker is Engaged by the Hirer, the Hirer shall pay the Transfer Fee, reduced pro rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Intermediary before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Intermediary other than via the Employment Business before the Engagement takes place, the parties agree that the Transfer Fee shall be due in full.

8.4. Where prior to the commencement of the Hirer's Engagement other than via the Employment Business the Employment Business and the Hirer agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 2 pro-rata. Such reduction is subject to the Hirer Engaging the Intermediary for the agreed fixed term. Should the Hirer extend the Intermediary's Engagement or re-Engage the Intermediary within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

8.5. No refund of the Transfer Fee will be paid in the event that the Engagement of the Intermediary other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Intermediary or any Agency Worker, subsequently terminates or terminates before the end of the fixed term referred to in clause 8.4.

8.6. VAT is payable at the applicable rate in addition to any Transfer Fee due.

9. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

9.1. Where:

9.1.1. the Intermediary or the Agency Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the Agency Worker; and

9.1.2. in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies to the Hirer of two references from persons who are not relatives of the Agency Worker and who have agreed that the references they provide may be disclosed to the Hirer;

and such other reasonably practicable steps as are required to confirm that the Intermediary or the Agency Worker supplied to do the work is suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain this information in any event.

9.2. The Hirer shall advise the Employment Business at the time of instructing the Employment Business to supply an Intermediary, whether during the course of the Assignment, the Intermediary or the Agency Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006

9.3. The Hirer shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act, and to allow the Employment Business to select a suitable Intermediary for the Assignment.

9.4. In particular in the event that the Hirer removes an Intermediary from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or equivalent authority) under the Safeguarding Vulnerable Groups Act 2006, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

10. UNSUITABILITY OF THE INTERMEDIARY

10.1. The Hirer undertakes to supervise the Intermediary sufficiently to ensure the Hirer's satisfaction with the Intermediary's standards of work. If the Hirer reasonably considers that the Intermediary Services are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Intermediary to leave the Assignment

immediately, or by directing the Employment Business to remove the Intermediary. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Intermediary, provided that the Hirer has notified the Employment Business that they have asked the Intermediary to leave the Assignment or the Assignment terminates:

10.1.1. within 4 hours of the Intermediary commencing the Assignment where the Assignment is for more than 7 hours; or

10.1.2. within 2 hours for Assignments of 7 hours or less;

and provided that notification of the unsuitability of the Intermediary is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

10.2. The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that an Intermediary supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all such Charges incurred prior to the termination of the Assignment.

10.3. The Hirer shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Intermediary or the Agency Worker fails to provide the Intermediary Services or has notified the Hirer that they are unable to provide the Intermediary Services for any reason.

11. TERMINATION OF THE ASSIGNMENT

11.1. Either party may terminate the Assignment by giving to the other party in writing the period of notice specified in the Assignment Details Form.

11.2. Notwithstanding the provisions of clause 11.1 the Hirer may terminate the Assignment forthwith by notice in writing to the Employment Business where:

11.2.1. the Intermediary has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Intermediary Services; or

11.2.2. the Intermediary is in wilful or persistent breach of its obligations; or

11.2.3. the Hirer reasonably believes that the Intermediary has not observed any condition of confidentiality applicable to the Intermediary from time to time; or

11.2.4. the Hirer reasonably considers that the Intermediary's provision of the Intermediary Services is unsatisfactory.

11.3. The Employment Business may terminate an Assignment forthwith by notice in writing if:

11.3.1. the Hirer is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or

11.3.2. the Hirer fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or

11.3.3. the Hirer is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or

11.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Hirer; or

11.3.5. an order is made for the winding up of the Hirer, or where the Hirer passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

11.3.6. (where the Hirer is an individual) the Hirer dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1. All information relating to an Intermediary and the Agency Worker is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Intermediary Services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

12.2. The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).

12.3. Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

13. INTELLECTUAL PROPERTY RIGHTS

13. 1 All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Intermediary Services by the Intermediary for the Hirer during the Assignment shall belong to the Hirer, save such rights as may be expressly owned or retained by the Intermediary and set out in the Assignment Details Form. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Intermediary shall (and any relevant member of the Agency Worker shall) execute all such documents and do all such acts in order to give effect to the Hirer’s rights pursuant to this clause.

14. LIABILITY

14.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skills, integrity and reliability from the Intermediary and to provide the same in accordance with the Assignment details as provided by the Hirer no liability is accepted by the Employment Business for any Losses arising from the failure to provide an Intermediary for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Intermediary or the Agency Worker or if the Intermediary terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

14.2. The Intermediary supplied by the Employment Business to the Hirer is engaged on a contract for services and the Agency Worker supplied by the Intermediary is deemed to be under the supervision, direction and control of the Hirer for the duration of the Assignment.

14.3. The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Intermediary and about any requirements imposed by law or by any professional body, which must be satisfied if the Intermediary is to fill the Assignment. The Hirer will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Intermediary.

14.4. The Hirer undertakes not to request the supply of an Intermediary to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.

14.5. The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/ or as a result of any breach of, this Agreement by the Hirer.

14.6. The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.

14.7. If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer undertakes to take such action and to give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Hirer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

15. NOTICES

15. 1 All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

16. SEVERABILITY

16. 1 If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

17. RIGHTS OF THIRD PARTIES

17.1 None of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

GOVERNING LAW AND JURISDICTION

This agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales

Signed for and on Behalf of the Employment Business

JOEL EMERSON – DIRECTOR

Name & Title [print name and job title here - above]

Signed for and on behalf of the Client (sign here - above)

Name & Title [print name and job title here - above]

Client/Company Name [print company name above]
(for which I can confirm that I am authorised to sign this agreement)

Date [print date above]

SCHEDULE 1: "COMPARABLE EMPLOYEE" "QUALIFYING PERIOD" AND TEMPORARY WORK AGENCY

"Comparable Employee" means as defined in Regulation 5(4) of the Agency Workers Regulations being an employee of the Hirer who:

(a) works for and under the supervision of the Hirer and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skill; and

(b) works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

For the purpose of the definition of "Qualifying Period" in clause 1.1 of this Agreement, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

(a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;

(b) the break is:

  (i) for any reason and not more than six Calendar Weeks;

  (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;

  (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;

  (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:

    i. ordinary, compulsory or additional maternity leave;

    ii. ordinary or additional adoption leave;

    iii. ordinary or additional paternity leave;

    iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or

    v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;

  (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;

  (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;

  (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or

  (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and

(c) the Agency Worker returns to work in the same role with the Hirer,

any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more

such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of: (a) supplying individuals to work temporarily for and under the supervision and direction of hirers;

or

(b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for,

the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work tem porarily for and under the supervision and direction of that person.

PAXTON PERSONNEL
Where Talent Meets Opportunity

SCHEDULE 2: TRANSFER FEES

(a) The Transfer Fee referred to in clause 8 shall be calculated as follows: 50% of the Remuneration payable to the Intermediary or Agency Worker (as appropriate) during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the charges multiplied by 300.

(b) The Period of Extended Hire, referred to in clause 8, before the Hirer Engages an Intermediary or Agency Worker (as appropriate) shall be: 12 weeks

SCALE OF TRANSFER FEE REBATES													
Number of complete weeks the Intermediary has been supplied prior to the Hirer serving notice under clause 8.2 above	0	1	2	3	4	5	6	7	8	9	10	11	12
Transfer Fee Rebate (as a % of the Fee set out in clause 8.1 and above)	0	5	7	10	20	30	40	50	60	70	80	90	100

PERIOD OF EXTENDED HIRE													
Number of weeks the Intermediary has been supplied to the Hirer prior to the start of the Period of Extended Hire	0	1	2	3	4	5	6	7	8	9	10	11	12
Period of Extended Hire (in weeks)	12	11	10	9	8	7	6	5	4	3	2	1	0