

Source Technology Ltd

a company incorporated in England and Wales under company number 9783489
and whose registered office is at is Moor Place, 1 Fore Street Avenue, London EC2Y 9DT ("the Employment Business");

Standard Terms of Business Supply of Contractor Services to Clients

1. Definitions

1.1 In these Terms -

"Agency Worker" means a Representative who works temporarily for and under the supervision and direction of the Client and/or End User, as is further defined within the AWR;

"Alternative Hire Period" means the period agreed within the Contractor Schedule;

"Assignment" means the period during which the Contractor renders the Services to the Client via the Employment Business;

"AWR" means the Agency Workers Regulations 2010 (as amended);

"Candidate" means the person or company introduced by the Employment Business to the Client for an Engagement including, but not limited to, any officer or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of the Employment Business's own staff;

"Client" means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom the Employment Business supplies or introduces the Candidate and/or Contractor;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

"Contractor" means any company who provide the Services via the Employment Business to the Client;

"Contractor Schedule" means the schedule provided by the Employment Business to the Client confirming the details of each Assignment;

"End User" means the company under whose supervision and direction the Agency Worker temporarily works for during the Assignment;

"Engagement" means the engagement, employment or use of the Candidate and/or Contractor by the Client or by any third party to whom or to which the Candidate and/or Contractor was introduced by the Client (whether with or without the Employment Business's knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or through any other engagement directly or through a limited company of which the Candidate is an officer or employee or through a limited liability partnership of which the Candidate and/or Contractor is a member or employee; or indirectly through another employment business or company which holds itself out as such and "Engages" and "Engaged" shall be construed accordingly;

"Introduced" means -

- a) the Client's interview of a Candidate in person or by telephone; or
- b) the passing to the Client of a curriculum vitae or information about the Candidate;

whichever is earlier and "Introduces" and "Introduction" shall be construed accordingly;

"Opted-Out" means the notice given by the Contractor and the Representative in accordance with regulation 32(9) of the Conduct Regulations;

"Qualifying Period" means as defined within regulation 7 of the AWR;

"Quarantine Period" means the "relevant period" as set out within regulation 10(5) of the Conduct Regulations, or the period stated within the Contractor Schedule where the Contractor has Opted-Out of the Conduct Regulations;

"Remuneration" means basic salary, shift or weighting allowances, guaranteed and/or anticipated bonus and commission earnings, car allowance and any other benefit or allowance;

"Representative" means the employees, officers or representatives of the Contractor, specified in the Contractor Schedule who renders the Services on behalf of the Contractor;

"Services" means the services to be undertaken by the Contractor pursuant to these Terms, as described in the Contractor Schedule;

"Terms" means these terms of business and shall include any Contractor Schedules issued pursuant to these terms of business; and

"Transfer Fee" means the fee set out within the Contractor Schedule.

2. These Terms

- 2.1 These Terms are effective from and including 29.09.15 and supersede all previous terms of business issued by the Employment Business.
- 2.2 These Terms shall be deemed to be accepted by the Client and to apply by virtue of (a) the passing of information about a Candidate to the Client by the Employment Business or (b) an Introduction to the Client of, or the Engagement by the Client of, a Candidate or (c) the Client's interview or request to interview a Candidate (including interview by video conferencing or by telephone) or (d) the signature by the Client on a timesheet relating to services provided by the Contractor or (e) the Client's signature at the end of these Terms or (f) any other written, expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Candidate is

Engaged by the Client for the same type of work as that for which the Introduction was originally effected.

- 2.3** These Terms contain the entire agreement between the parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous terms of business, agreement or any purchase conditions put forward by the Client.
- 2.4** For the purposes of these Terms, the Employment Business acts as an employment business as defined within the Conduct Regulations.
- 2.5** The Client authorises the Employment Business to act on its behalf in seeking Candidates and, if the Client so requests, shall advertise for Candidates through such methods as are agreed with the Client.
- 2.6** Where there is a conflict of provisions between these Terms and the Contractor Schedule, the Contractor Schedule shall take precedence.

3. Client Obligations

- 3.1** The Client shall be responsible for providing office accommodation for the Representative and any necessary resources and facilities, save where the Client agrees that such resources shall be provided by the Contractor.
- 3.2** These Terms are personal to the Client and shall not be assigned by it without the prior written consent of the Employment Business. For the avoidance of doubt, this restriction shall include any assignment to any subsidiary, associated company or member of the Client's group.
- 3.3** The Client shall provide the Employment Business with details of any specific health and safety risks in relation to the Services, together with details of any steps taken to prevent or control such risks.
- 3.4** The Client shall ensure that the Representative works in a safe environment in accordance with a safe system of work. The Client shall indemnify and keep indemnified the Employment Business from and against all loss or liability suffered or incurred by the Employment Business as a result of any claim by the Contractor and/or Representative arising out of any injury or damage to his/her property suffered in the course of performing the Services.
- 3.5** The Client undertakes to confirm in writing to the Employment Business -
 - a) the date upon which the Candidate is required to commence the provision of the Services; and
 - b) the expected duration of the Engagement; and
 - c) the nature of and/or specifics of the services required to be provided by the Candidate; and
 - d) the location/s the Candidate is expected to deliver the Services; and
 - e) the number of hours/days and any specific time-keeping and recording requirements the Client expects of the Contractor; and
 - f) any experience, training, qualifications, professional body authorisations the Client requires the Candidate to possess to provide the Services; and
 - g) any expenses payable by or to the Candidate; and
 - h) any site regulations, IT access/security/usage policies,

any other procedures or policies the Client requires the Candidate to adhere to and shall provide copies of any such policies/procedure to the Employment Business.

- 3.6** The Client undertakes to notify the Employment Business immediately of its intention to -
 - a) engage a Candidate Introduced by the Employment Business; or
 - b) extend an Assignment of or otherwise Engage directly or indirectly a Candidate Introduced and/or supplied via the Employment Business; or
 - c) engage a Candidate and/or Representative on a permanent, contract or temporary basis or otherwise (including through another recruitment agency, employment business or limited company).
- 3.7** Where the AWR applies to the Assignment, the Client warrants that it shall, from the start of the Assignment, provide the Agency Worker with -
 - a) information about relevant vacant posts with the End User; and
 - b) save where objectively justifiable, access to any and all collective facilities and amenities,
 in the same manner as if the Agency Worker were a direct worker or employee of the End User.
- 3.8** Upon request from the Employment Business, the Client undertakes to provide (without delay) to the Employment Business accurate information about the working and employment conditions that are applicable to the End User, whether by contract or by collective agreement or otherwise and shall include subsequent variations thereto, the End User's employees and direct workers including (without limitation) -
 - a) the End User's standard terms and conditions that apply to their employees and those that apply to their workers;
 - b) details relating to the application and calculation of, pay scales, bonuses, commission, overtime, shift allowance, unsocial hours allowance, hazardous duties, holiday pay, other related emoluments;
 - c) entitlements relating to annual leave, night work, rest periods, rest breaks;
 - d) benefits of monetary value including, without limitation, vouchers and stamps; and
 - e) any other information as may be required by the Employment Business to comply with the AWR.
- 3.9** Where the AWR applies to the Assignment, the Client agrees that it shall, upon request from the Employment Business and without delay, provide accurate details relating to the working and employment conditions (as defined within regulation 5(2) and regulation 6 of the AWR) of the End User's workers and/or employees who undertake the same or broadly similar work as that of the Agency Worker during the Assignment.
- 3.10** Where the AWR applies to the Assignment and where applicable pursuant to information obtained under clause 3.9 above, the Client shall, and where applicable shall ensure that the End User shall, apply to the Agency Worker the same or similar process as applied to assess Pay that is directly attributable to the amount or quality of the work

done. For the purposes of this clause "Pay" means as defined in regulation 6(2) of the AWR.

- 3.11** Where the AWR applies to the Assignment and the Agency Worker is pregnant, the Client acknowledges and agrees that, following the Qualifying Period, the Client shall, and where applicable shall procure that the End User shall, permit the Agency Worker time off to attend ante-natal medical appointments and ante-natal classes.
- 3.12** Where the AWR applies to the Assignment, the Client acknowledges and agrees that, following the Qualifying Period and whereupon the Agency Worker is unable to continue to provide some or all of the Services on maternity grounds due to reasons of health and safety, the Client shall, and where applicable shall procure that the End User shall, undertake to make such reasonable adjustments as are necessary to allow the Agency Worker to continue providing services for the duration of the Assignment. For the avoidance of doubt, such reasonable adjustments shall include provision of alternative work on terms no less favourable than those applicable to the Assignment.
- 3.13** The Client undertakes and agrees to immediately notify the Employment Business where an Agency Worker has worked for the End User in the same or similar role as the Assignment where, prior to the planned commencement of the Assignment, such role is within the Qualifying Period.
- 3.14** The Client warrants and undertakes that it shall not, and where applicable shall procure that the End User shall not, seek to deny the Agency Worker's entitlement to rights under the AWR by virtue of the structure of assignments and shall at all times comply with regulation 9 of the AWR.
- 3.15** The Client warrants and undertakes that all information it provides to the Employment Business under these Terms shall be true and accurate.

4. The Employment Business's Obligations

- 4.1** The Employment Business shall use reasonable endeavours to introduce Candidates to the Client who meet the Client's stated requirements.
- 4.2** Where the Employment Business and the Client have agreed that the Employment Business will supply the Client with the services of a particular Candidate, the Employment Business shall give the Client a Contractor Schedule confirming the name of the Contractor and the Representative, the agreed pay rates/fees, term of the Assignment, description of the Services, notice periods and any other relevant details communicated and agreed between the parties.
- 4.3** The Employment Business shall use reasonable endeavours to ensure that the Contractor and the Representative co-operates with the Client and complies with all the Client's reasonable and lawful instructions.
- 4.4** The Employment Business shall use reasonable endeavours to ensure that the Contractor enters into an agreement which contains an obligation on the Contractor and the Representative to assign to the Client, the Contractor's and the Representative's intellectual property rights of whatever nature and, if registrable, whether registered or not, in all documents or other material and data or other information and devices or processes provided or created by the Contractor and the Representative in the provision of the Services.

- 4.5** The Employment Business shall use reasonable endeavours to ensure that the Contractor enters into an agreement which contains an obligation on the Contractor and Representative to keep confidential all confidential information of the Client obtained during the Assignment. For the purposes of this clause, confidential information is confidential if it is clearly marked confidential or if the Client states it is confidential clearly in writing to the Temp.

5. Charges/Fees

- 5.1** The Client agrees to pay the Employment Business's charges for the Introduction and the services of Contractors/Candidates that are calculated as the Contractors'/Candidates' charge rate plus a service fee of 25% margin on the Contractors/Candidates charge rate, unless otherwise set out in the relevant Contractor Schedule.
- 5.2** Signature by the Client of timesheets or other verification of hours or days worked is confirmation of the amount of time worked by the Representative. Failure to sign the timesheet does not absolve the Client of its obligation to pay the charges for the Services provided by the Representative on behalf of the Contractor.
- 5.3** If the Client is unable to sign a timesheet (or other agreed method of verification of hours/days) produced for authentication by the Representative because the Client disputes the amount of time claimed, then the Client shall notify the Employment Business within two working days from presentation to the client of the claimed hours/days for verification and shall co-operate fully and in a timely fashion with the Employment Business, including providing documentary evidence of the hours/days worked by the Representative, to enable the Employment Business to establish what periods of time, if any, the Contractor worked.
- 5.4** With reference to clause 3.11, where such time off to attend ante-natal medical appointments and ante-natal classes falls within the normal working periods of the Agency Worker under the Assignment, the Client agrees to pay the Employment Business's charges, in accordance with clause 5.1, for such periods whether by inclusion of such time on a timesheet or otherwise.
- 5.5** There are no refunds or rebates payable in respect of the Employment Business's charges.
- 5.6** The Client shall pay the Employment Business all reasonable business expenses incurred by the Contractor in the provision of the Services as agreed within the Contractor Schedule.
- 5.7** VAT shall be payable on charges/fees where applicable.
- 5.8** The Client acknowledges and agrees that the Employment Business may, upon notice, increase the charge rate set out in under clause 5.1 (or as set out in the relevant Contractor Schedule if applicable) in order to comply with the AWR.
- 5.9** The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to the Employment Business under these Terms.

6. Invoices

- 6.1** The Employment Business shall raise invoices weekly (unless otherwise specified in the Contractor Schedule) in respect of the charges payable and shall be paid by the Client within thirty days of the date of the invoice, unless otherwise specified in the Contractor Schedule.
- 6.2** All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within the Contractor Schedule unless the Client notifies the Employment Business in writing within five days of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Employment Business that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Employment Business in order to resolve the dispute as quickly as possible.
- 6.3** The Employment Business reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (and as may be calculated using the calculator on the website: www.payontime.co.uk).

7. Termination of Assignments

- 7.1** The Client may instruct the Employment Business, in writing, to end the Services of the Contractor immediately in the event of substantial non-performance of or serious misconduct by the Contractor, provided that the Client provides detailed, written confirmation of the non-performance and/or misconduct.
- 7.2** The Employment Business may end any and/or all Assignments immediately by giving the Client notice in writing if the Client is in material breach of these Terms.
- 7.3** Either party may terminate an Assignment prior to the end of the Assignment by giving not less than 4 weeks' notice in writing, or such other notice as set out in the relevant Contractor Schedule.
- 7.4** When notice of termination of an Assignment is served by the Client, payment for each week of notice shall be based on the specified hours/days agreed in the Contractor Schedule or actual hours worked by the Representative, whichever the greater. Payment shall be made by the Client in accordance with clauses 5 and 6 above irrespective of whether or not the Contractor continues to provide the Services during this notice period.
- 7.5** In any event of termination of an Assignment pursuant to clause 7.1 above, the Employment Business shall use reasonable endeavours to provide an alternative Contractor within fourteen days that in the reasonable opinion of the Employment Business is suitable to provide the Services.
- 7.6** These Terms may be terminated by either party by giving to the other immediate notice in the event that either the Employment Business or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Employment Business has reasonable grounds to believe the Client will not pay the Employment Business's invoice within the payment terms agreed within clause 6.2.

- 7.7** The Employment Business may substitute the Contractor and/or any Representative with another suitably qualified and similarly skilled Contractor and/or Representative with reasonable notice at its absolute discretion.

8. Engagement of Representatives by Clients or Third Parties

- 8.1** Subject to clause 9.1, when the Client
- Employs a Representative or
 - Engages a Representative, other than through the Employment Business,
- either during the Assignment or within the Quarantine Period, the Client shall notify the Employment Business of that Employment or Engagement and shall pay the Employment Business the Transfer Fee stated in the Contractor Schedule irrespective of the planned duration of the Engagement. No refund of the Transfer Fee will be paid in the event that the Employment or Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 8.2** Subject to clause 9.2, where there has been an Introduction of a Candidate to the Client which does not immediately result in the supply of the services of that Candidate by the Employment Business to the Client, but which later leads to an Engagement of the Candidate by the Client within 12 months from the date of Introduction, the Client shall notify the Employment Business of that Engagement and shall be liable to pay a Transfer Fee in accordance with clause 8.1 above.
- 8.3** All Introductions are confidential. If during the Assignment or Quarantine Period the Client passes details of a Candidate and/or Contractor and/or Representative to any third party resulting in the Engagement of that Candidate and/or Contractor and/or Representative, then the Client shall be liable to pay the Transfer Fee in accordance with clause 8.1 above.
- 8.4** The Client acknowledges and agrees that where it fails to notify the Employment Business of the actual Remuneration/fees it intends to pay the Candidate/ Representative, the Employment Business shall be entitled to base the calculation of the Transfer Fee on comparable market rates for similar roles.

9. Alternative Hire Period

- 9.1** Where the Conduct Regulations apply, as an alternative to the Transfer Fee agreed in clause 8.1 the Client may provide the Employment Business with the written notice in accordance with clause 7.3 above and to require the Employment Business to supply the services of the Representative for a further period set-out as the Alternative Hire Period within the Contractor Schedule, during which period the Client shall pay the charges agreed pursuant to clause 5.1 above.
- 9.2** Where the Conduct Regulations apply, as an alternative to the Transfer Fee agreed in clause 8.2, the Client may provide the Employment Business with five days written notice to require the Employment Business to supply the services of the Candidate for the Alternative Hire Period agreed in the Contractor Schedule, during which period the Client shall pay the charges agreed pursuant to clause 5.1 above.

- 9.3** Upon completion of the entire duration of Alternative Hire Period and the payment in full of invoices relating thereto, the Client may engage with the Representative directly or indirectly without any additional payment to the Employment Business.
- 9.4** Where the Client does not give such notice as stated in clauses 9.1 and 9.2 above before the Candidate/ Representative is Engaged, the Client agrees and acknowledges that Transfer Fee shall be due.
- 9.5** Pursuant to clauses 9.1 and 9.2 above, a further Contractor Schedule shall be issued and these Terms shall continue in full force and effect during the Alternative Hire Period.
- 9.6** In the event the Candidate/Representative ceases to provide services for whatever reason during the Alternative Hire Period, the Client agrees and acknowledges that the Transfer Fee in accordance with clauses 8.1 and 8.2 above shall become due minus the portion relating to the gross profit the Employment Business charged during the Alternative Hire Period. Save where the cessation of the services is due to the direct fault of the Employment Business.
- 9.7** For the avoidance of doubt, there shall be no refund of any fees or charges by the Employment Business to the Client where the Alternative Hire Period is terminated early howsoever arising.

10. Liability

- 10.1** The Employment Business shall use reasonable endeavours to ensure the Contractor has the required standard of skill, integrity and reliability; nevertheless, the Employment Business shall not be liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of the Contractor or their Representative to perform the Services nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill of the Contractor or of their Representative howsoever arising.
- 10.2** All Contractors are engaged under contracts for services. They are not the employees of the Employment Business.
- 10.3** The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Representative where appropriate. The Client shall allow and reasonably assist the Employment Business in complying with its legal obligations regarding the introduction of Candidates and supply of by Contractors of the Services.
- 10.4** The Employment Business is providing resourcing services comprising of sourcing, introduction of Candidates and payment of fees in relation to the Contractor and accordingly, the Employment Business shall not accept any liability whatsoever, howsoever arising for the quality of services provided by the Contractor, save for death or personal injury caused by the Employment Business's negligence.
- 10.5** The Employment Business shall not be liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of the Employment Business's performance or failure to perform any of its obligations in these Terms.
- 10.6** Save as required by law, the sole aggregate liability of the Employment Business to the Client arising in connection with these Terms shall be limited to £10,000.

11. Indemnity

- 11.1** The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred directly or indirectly by the Employment Business arising out of or in connection with any Assignment including (without limitation) as a result of:
- any breach of these Terms by the Client (including its employees, subcontractors and agents); and
 - any breach by the Client, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).

12. General

- 12.1** The Employment Business shall have no liability for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.
- 12.2** Any failure by the Employment Business to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 12.3** Headings contained in these Terms are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.
- 12.4** If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms shall remain in full force and effect to the extent permitted by law.
- 12.5** No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.
- 12.6** Notwithstanding clause 2.2, whereupon these Terms including the relevant Contractor Schedule are executed by the signature of duly authorised representatives of the parties this forms for a binding agreement and shall supersede all previous agreements or representations whether written or oral including without limitation the Client's Terms and Conditions, purchase order or other Client documents with respect to the provision of the Services of the Contractor. These Terms may not be modified or amended except in writing and signed by a duly authorised representative of the Employment Business.
- 12.7** The parties acknowledge that the Conduct Regulations may not necessarily apply to these Terms nor does the Representative works or shall work under the control of the Client, or of the End User as maybe applicable.
- 12.8** The parties acknowledge that the AWR may not necessarily apply to these Terms nor does the Representative works or shall work for and under the supervision and direction of the Client, or of the End User as maybe applicable.

13. Notices

13.1 Any notice required to be given under these Terms (including the delivery of any timesheet or invoice) shall be delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms)

13.2 Notices in connection with these Terms shall be deemed to have been given and served,

- a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery;
- b) if sent by facsimile or by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the authorised recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or
- c) if sent by prepaid first class post, 48 hours from the time of posting.

For the avoidance of doubt and for the purpose of this clause 14.2, a "business day" shall mean any day excluding Saturday, Sunday and public holidays.

14. Governing Law

14.1 These Terms shall be governed and construed in accordance with English Law and the Courts of England shall have exclusive jurisdiction.