



We are Wynnwith Group Limited ("Wynnwith") of Wynnwith House, Church Street West, Woking, Surrey, UK, GU21 6DJ and "we", "us", "our" and "ours" refers to Wynnwith and all branch offices of Wynnwith. Wynnwith, for the purposes of this agreement, includes any subsidiary or associated company (as defined by s.736 Companies Act 1985) of Wynnwith. You are a Client or potential Client of ours and are the recipient of these Terms of Business and "you", "your" and "yours" refers to you. For the purposes of this agreement "you" includes any subsidiary or associated company (as defined by s.736 Companies Act 1985) of yours and any Associate.

In consideration of the mutual benefits set out in these Terms of Business we shall provide the services described herein and you accept these services on these Terms of Business, which you acknowledge you have fully read and understood. Your agreement and acceptance of these Terms of Business is evidenced by your signature in the section provided below, but once you have received this document any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate prior to your signature shall also evidence and be deemed to be your acceptance of these Terms of Business. Now it is agreed as follows:

definitions and meanings

Associate - a business (whether corporate or unincorporated) which is a member of or partner in your company or business, or of which the shareholders or partners hold a combined equity stake in your business of more than 25% of partnership capital or nominal share value, or in which you or your directors or partners hold an equity stake of more than 25% of partnership capital or nominal share value

Candidate - any individual, whether employed or self employed, and/or a limited company through which an individual is offering services, or a supplier limited company, in respect of whom or which, or in respect of whose skills or services, information is provided to you by us

End User - any third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services, and any associate (as defined by s.435 Insolvency Act 1986) of that third party

Introduction - the provision of information by us or by a Candidate that enables you to identify a Candidate or relating to a Candidate, already identified, including all negotiations between you and us relating to a Candidate, and "Introduce" shall have corresponding meaning

Engagement - any engagement or employment of any description (including as defined by s.13(1)(a) of the Employment Agencies Act 1973) under an Assignment or otherwise, whether direct or indirect, under which a Candidate is due to provide any services for the benefit of you or to an End User including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or under a contract of service or a contract for services or through the intermediary of a limited company or by contract through a third party and "Engage", "Engaged" and "employ" shall have corresponding meaning

Assignment - an Engagement negotiated and agreed with us, an **Agency Assignment** being one, whether permanent or temporary, where the Candidate is employed or Engaged by you, or an End User, and is to be paid by you or the End User, and a **Temporary Assignment** being one where we supply and pay the Candidate who or which is employed or engaged by us and which is subject to the Supply Terms

Requirement - a request from you in any form for us to Introduce a Candidate or provide any other service

Additional Fee - any fee agreed between you and us for an Additional Service provided by us, and any Expenses

Additional Service - any additional specific service we provide to you, following a request from you (which may be ancillary to or as part of our service as an Agency, or, where applicable, Employment Business or which may relate to other business), the terms of such service either being set out an additional Schedule or in an SAA

Expenses - any agreed expenses to be paid by you

Remuneration - the projected sum payable by you or an End User for the benefit of the services of a Candidate under an Engagement calculated on an annualised basis together with the value attributable by the Inland Revenue of all taxable benefits, such value in respect of any motor vehicle being not less than £4,000, provided by you or an End User under the Engagement provided that if you have not informed us of the full projected sum within 14 days of enquiry from us, or by any later date we raise an invoice, Remuneration is an amount calculated on the basis of either the rate payable under the last previous assignment of any kind that was temporary, or, where there has been no such previous Assignment, the highest amount or rate indicated by either you or us as payable for the services sought by you at the time of the Introduction of the relevant Candidate calculated on an annualised basis

Supply Terms - the Terms of Business set out in Schedule 1 being the terms relating to the supply by us of temporary Candidates which are applicable only to a Temporary Assignment during the Period of Supply and which do not form part of the terms in Section 1

Period of Supply - the period during which we actually supply a Candidate to you under a Temporary Assignment whether or not the relevant Assignment confirmation provides for a longer or shorter term

SAA - a specific additional agreement signed by a director of ours and nominated to be such, which, when effected, forms part of and is incorporated as a variation within these Terms of Business from the date of commencement of such SAA, but so that these Terms of Business shall prevail in the event of any conflict between an SAA and these terms

General Terms - the terms set out in Section 2 applicable to all Engagements

Regulations - the Conduct of Employment Agencies and Employment Businesses Regulations 2003

Section 2 General Terms - Applicable To All Business

The general terms set out below apply to all Engagements and matters under the Terms of Business in this document.

- A We shall advise you of the terms of each Assignment unless, in the case of an Agency Assignment, you have concluded negotiations with the Candidate direct
- B An Assignment does not comprise any variation to these Terms of Business
- C Under an Assignment you are responsible for the health and safety of the Candidate and for ensuring that the conditions of work are at all times suitable for the Candidate
- D following the end of a Temporary Assignment in each case, the fact of termination of such Assignment shall constitute a Requirement by you for an Agency Assignment of the Candidate concerned (although there is no obligation upon you to take any such Candidate upon an Agency Assignment) and our capacity in relation to you at that time shall become or revert to that of an Agency, and the Supply Terms shall cease to apply
- E Unless you have notified us otherwise prior to the commencement of an Assignment, you warrant that there are no circumstances relevant to the work, or any aspect of an Assignment, which may result in the Candidate suffering detriment of any kind
- F For the avoidance of doubt, during period (i) of the Fee Period there is no implied term that an Introduction be the effective cause of an Engagement
- G All fees are subject to value added tax which will be charged in addition and, for the purpose of calculating our Fee, Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice
- H Where the Assignment is an Agency Assignment you are responsible for payment to the Candidate at all times
- I Where times are referred to herein such times are of the essence
- J You shall keep any information comprising an Introduction confidential and not use it for any purpose other than that disclosed by you to us at the time the information was requested; in particular you shall not directly or indirectly induce nor seek to induce a Candidate that is engaged by contract to us to terminate such contract for any reason and it is agreed that should you be in breach of this provision you shall be liable to us for liquidated damages for each breach in the sum of £20,000 being estimated damages that you agree are reasonable for our loss
- K Neither we nor our staff shall be liable to you for any loss, damage, delay or compensation of any kind whether in contract or tort, or for breach of the Regulations save for loss arising solely from our breach of the Regulations, arising out of these Terms of Business or an Assignment and you shall indemnify us against any costs claims or demands arising from any claim by you save to the extent prohibited by the Regulations or other operation of law
- L Without prejudice to these Terms of Business, our liability shall, in any event other than for death or personal injury arising from our own negligence, be in respect of direct losses only, not exceed £1million in any case, and be limited in the case of
 - (i) an Agency Assignment to the repayment of our Fee
 - (ii) a Temporary Assignment to a sum equivalent to the Fee payable for 1 month under the Assignment in respect of which the claim is made
- M It is agreed that the liability terms and limits set out in clauses 3(e), and J and K of this Section, are reasonable
- N Neither you nor we shall divulge to any other party, or use for your or our own benefit, any information capable of being confidential relating to the affairs of your or our business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
- O Other than for third party rights specifically conferred in or under this agreement or an SAA, the Contracts (Rights of Third Parties) Act 1999 is excluded
- P Each portion of this agreement, defined by punctuation and/or sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force
- Q Any notice under this agreement shall be in writing and sent to the addressee at the last known address, fax number or electronic mail address either, respectively, by first class post, or by fax or by electronic mail, and shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission, and in the case of electronic mail on the date electronic confirmation of receipt is received by the sender
- R Save for any SAA the terms set out in the Terms of Business are the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and may not be varied except either by us in providing you with a general amendment notice, which will be deemed to apply unless you notify us in writing that you do not accept the amendments within 7 days of receipt of the notice, or by agreement (whether orally or otherwise) and confirmed in writing signed by a director of ours; any terms provided by you to us and included within any request for services shall not apply unless we expressly agree the same in writing signed by a director of ours and no other action by us shall imply acceptance by us of any such terms
- S The laws of England and Wales govern this agreement and the English Courts shall have sole jurisdiction.

1 Supply Terms - Terms Relating To the Supply of Contractors under Your Control

1. These Terms, which are subject to the definitions below and definitions A to P inclusive set out in the Principal Agreement (but not any further definitions in the Principal Agreement), and are subject to the General Terms, apply to the supply of Candidates under your control on a Temporary Assignment. They are effective upon commencement of a Temporary Assignment and not further or otherwise, and continue in relation to a Temporary Assignment until terminated in accordance with the provisions herein. The terms in this Schedule are separate and distinct from the terms set out in any other part of the Principal Agreement, and comprise a separate agreement.

definitions and meanings

- A **Principal Agreement** - the document of which this Schedule forms part
 B **These Terms** - the terms set out in this Schedule
 C **Temporary Assignment** - as defined in Definition F of the Principal Agreement and for the purposes of These Terms any reference to the Period of Supply includes the period of an Optional Extension
 D **Optional Extension** - a Temporary Assignment that comes into being on the terms set out in clause 8 following the service of a Transfer Notice under clause 7

definitions relating to fees

- E **Fee means** (i) the amount specified by us as our fee in respect of the Temporary Assignment, which we have agreed with you prior to the start of the Temporary Assignment (ii) any Additional Fee, and (iii) a Transfer Fee
 F **Transfer Fee means** 25% of Remuneration applicable in the circumstances set out in clauses 5 and 6 of These Terms
 G **Waiver Sum means** the sum payable by you to us under a Temporary Assignment for the supply of a Candidate less the sum we have agreed to pay the relevant Candidate
 H **Payment Terms are** that unless otherwise agreed in writing under an Assignment you shall pay the Fee within 14 days of receipt of our invoice, which we may raise at any time, and in any case in the event of late payment you shall pay interest on any overdue sum calculated at the rate of 2% per month.

our agreement and capacity

2. It is agreed that
 (a) in respect of a Temporary Assignment unless we inform you otherwise our capacity in relation to you shall be and be deemed to be that of an Employment Business (as defined by the Regulations) until the Temporary Assignment has ended
 (b) on termination of a Temporary Assignment, however caused, These Terms cease to apply except as provided for in These Terms and without affecting responsibilities that arise during the Period of Supply.

our obligations

3. We agree to supply a Candidate to you for the period agreed in the Temporary Assignment subject to the provisions set out in clause 4 of These Terms, where applicable to allow the Waiver Sum against an invoice issued to you if the Candidate proves wholly unsuitable for your purposes within 1 working day of commencement of the Assignment and you notify us within that period of the unsuitability of the Candidate, and to invoice you for the Fee at the times agreed in the Temporary Assignment or in the case of a Transfer Fee at the relevant time.

conditions and your obligations

4. You agree to accept the services subject to These Terms and you acknowledge and agree that the following conditions apply
 (a) the provisions in clauses 3(a) to (i) of the Principal Agreement apply to These Terms as if the same were repeated herein and that you will comply with the provisions
 (b) you shall pay the Fee in accordance with the Payment Terms without any deduction, set off, or counterclaim
 (c) you shall as an ongoing obligation throughout a Temporary Assignment
 (i) be responsible for the health and safety of the Candidate as if the Candidate were a worker directly engaged by you, and, without limiting that responsibility in any way, you shall (i)(a) undertake risk assessments of the activities required to be undertaken by the Candidate and notify the Candidate and us immediately of any specific or potential hazards relating to the Assignment and the precautions that the Candidate should take relating to that risk; (i)(b) not allow the Candidate to undertake any work that is hazardous without first undertaking the assessment and providing the notification referred to in clause 4(c)(i)(a) and ensuring that the work complies with all health and safety procedures and requirements relevant to that work; (i)(c) ensure that any equipment or vehicles provided by you for the use of the Candidate are in good order, suitable and safe and compliant with all relevant regulations and safety requirements; (i)(d) maintain adequate Employer's and Public Liability Insurance which provides cover for Candidates supplied by us
 (ii) cooperate with us to enable us to comply with the Working Time Regulations 1998 as amended from time to time
 (iii) notify us as soon as possible in writing if you are not satisfied with a Candidate, giving details of your reasons for that dissatisfaction
 (iv) ensure that the Candidate is aware of any regulations applicable to external contractors
 (v) be solely responsible for providing reasonable directions and instructions to the Candidate as to the work to be undertaken and for supervising and monitoring performance and compliance with such instructions by the Candidate and you shall provide such instructions and suitable facilities to the Candidate as are necessary to enable the services of the Candidate to be provided
 (vi) allow us to suspend the services of the Candidate if (a) the Candidate or a person supplied by the Candidate wishes to take annual leave and you have agreed a period of leave in advance, or (b) the Candidate or a person supplied by a Candidate is absent due to sickness, provided that we shall notify you as soon as possible of any required absence for sickness
 (vii) not integrate the Candidate into your workforce or treat the Candidate as an employee or do any act or thing towards the Candidate which may be regarded as the act of an employer towards an employee, for any purpose, but not so that this shall prejudice your obligations in relation to health and safety
 (d) you agree not to discuss with the Candidate the terms of the Candidate's engagement with us, other than strictly as required for the proper objectives of the work required under the Assignment, and you agree that the Candidate is not an employee of yours and that neither the Candidate nor you has any obligation to the other to perform or provide work for any specific period
 (e) in our contract with the Candidate, which shall be a contract for services unless we inform you otherwise, we shall procure that the Candidate agrees
 (i) to perform the work required under an Assignment in good faith, and with due care and skill and that the Candidate will not perform any work during the Period of Supply for any third party which is in conflict with your interests
 (ii) where appropriate not to make use of your confidential information in terms similar to those set out in clause M of the General Terms
 (iii) where applicable to deliver up to you any of your papers and other materials held by the Candidate upon termination of the Assignment

timesheets and records

- (f) keep records of the time spent and/or work provided, as the case may be, by the Candidate until all matters under the Temporary Assignment are concluded and cooperate with us in relation to any query
 (g) at the end of each week verify a correct record of hours worked by the Candidate and sign time records provided by the Candidate or us or, in the case of project work chargeable upon deliverables, verify the objectives achieved at the relevant time on records provided by the Candidate or us, your signature on such time sheets or records being conclusive evidence of the acceptance of works undertaken by the Candidate for the relevant period; for the avoidance of doubt your failure to verify or sign a record in accordance with this provision shall amount to a breach of These Terms and you shall not be entitled to refuse payment to us on the sole basis of such failure or alleged dissatisfaction with the quality of work – if there is any dispute about time spent you shall produce to us your own record of time spent and pay for that time pending resolution of the dispute

replacement

- (h) you may request us to replace a Candidate under a Temporary Assignment if you are not satisfied with the Candidate and you have complied with clause 4(c)(iii) and you must allow us to replace the Candidate within 2 working days of such request with another suitable Candidate
 (i) if we do not provide a suitable replacement in accordance with clause 4(h) you or we may terminate the Temporary Assignment by giving notice to the other

termination

- (j) we may terminate a Temporary Assignment immediately without liability and without prejudice to any right for relief if you are in breach of any of the terms in the Principal Agreement, or for any reason, which need not be reasonable, we form the opinion acting in good faith that you may not meet your obligations under These Terms or an Assignment, or our Candidate in our sole opinion, which need not be reasonable, may no longer be willing, able or suitable to undertake work for you

Client Terms of Business - Contract



- (k) either you or we may terminate a Temporary Assignment by giving notice to the other (i) of the notice period where a notice period is agreed for termination of an Assignment and if you give such notice you shall make payment to us of the Fee for the period of such notice whether or not you utilise the services of the Candidate for the period of the notice, or (ii) if the other shall commit an Insolvency Event, namely that it becomes insolvent within the meaning of the Insolvency Act 1986 or has a receiver appointed or an order or resolution made to wind it up or enters into any arrangement or composition with its creditors or passes a resolution to cease trading or actually ceases trading or being an unincorporated body is dissolved or declared bankrupt
- (l) if we terminate a Temporary Assignment on the basis set out in clause 4(j) or 4(k) (ii) we are not at fault and you accept that we have taken a prudent commercial step to avoid loss or potential loss.

Transfer Fees and optional extension

- 5. Subject to clauses 7 and 10 of These Terms, if you Engage a Candidate other than through supply by us either directly or through the medium of a third party during or after the Period of Supply, in the case of the latter within the later of 14 weeks from the first day of supply by us of the Candidate to you (disregarding any supply that ended more than 42 days prior to any new supply) or 8 weeks after the last day of supply, you shall upon entering into such Engagement pay us a Transfer Fee
- 6. If during the Period of Supply you introduce (by providing information or otherwise) a Candidate to a third party which enters into an Engagement of the Candidate either directly or through the medium of another party, you shall pay a Transfer Fee.
- 7. No Transfer Fee referred to in clause 5 shall be due if, before the end of the Period of Supply, you have served us with a written notice (a "Transfer Notice") that you agree to take a supply of the Candidate through us for a further period of 12 months upon the terms (the "Option Terms") set out in clause 8 and you actually take a supply of the Candidate from us upon the Option Terms for the agreed period without any break other than similar to those allowed for under the previous Temporary Assignment unless we are at fault in failing to supply the Candidate.

option terms

- 8. The Option Terms are
 - (a) you first supply the relevant information so we may comply with the Regulations
 - (b) save in respect of period and the amount of the Fee, the terms are the same as the terms relating to the last preceding Temporary Assignment of the Candidate including clause 4, or such other terms that we agree with you in advance
 - (c) the Fee shall be the same as that under the last preceding Temporary Assignment of the Candidate unless the Candidate requires us to increase our payment to the Candidate in which event the Fee shall be increased by such sum as reflects the increase required by the Candidate as we shall notify to you; for the avoidance of doubt the margin element of our Fee shall not increase.
- 9. You further agree in relation to a further supply under clause 7
 - (a) if you have agreed other terms as referred to in clause 8(b) that are different from those relating to the last preceding Temporary Assignment, or the Fee is increased in accordance with clause 8(c) your agreement to such terms is your unequivocal acceptance that the different terms do not represent terms that are less favourable to you than under the last preceding Temporary Assignment of the Candidate
 - (b) if we lawfully terminate the further supply on the basis set out in clause 4(j) or 4 (k)(ii) we are not, and we shall not be deemed to be, at fault in causing termination
 - (c) notwithstanding your agreement in clause 9(a) if you should maintain at a later date than the start of the further supply that the terms represent terms that are less favourable to you than under the last preceding Temporary Assignment of the Candidate, the Temporary Assignment, which would otherwise have been regarded as an Optional Extension, shall be regarded as a period of new supply and shall be a new Temporary Assignment under the main provisions of These Terms.
- 10. Clause 7 of These Terms shall not apply if the Candidate is an individual and a company that have given us notice in accordance with Regulation 32 (9) of the Regulations.
- 11. For the avoidance of doubt
 - (a) we shall not be at fault in failing to supply the Candidate under an Optional Extension if the Candidate does not provide services because the Candidate is not ready, willing or able at any time to provide services, or if the services are not provided due to a material breach of These Terms by you of which we have informed you
 - (b) you shall not be entitled to any discount against the Transfer Fee if the supply is ended before the period of Optional Extension has expired
 - (c) any Engagement of a Candidate other than during the relevant Period of Supply shall be subject to the terms of the Principal Agreement.

Signed for / on behalf of

Signed

Company Name

By

Print Name

Date: -----/-----/-----

Position