

## Terms of Business

### THE PARTIES

- (1) Pure Staff Limited (registered company no. 6901463) of The Chamberlain Building, 36 Frederick Street, Birmingham, West Midlands, B1 3HN. (“**the Employment Business**”).
- (2) (“**the Client**”) is the company detailed on the New Client Setup Form (QMS D64) to whom the contractor is introduced. For the avoidance of doubt, the client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the contractor is introduced.

### RECITALS

- (A) The employment business has agreed to supply contractors to provide services (“**the Services**”) to the client.
- (B) The employment business will introduce a contractor to the client to provide the 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:

<b>“Agreement”</b>	means	these terms of business (including the confirmation of rates);
<b>“AWR”</b>	means	the Agency Workers Regulations 2010;
<b>“Assignment”</b>	means	the services to be performed by the contractor to the client for a period of time during which the contractor is supplied by the employment business to provide the services to the client;
<b>“Charges”</b>	means	the charges as notified to the client within the confirmation of rates 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 contractor fees, the employment business' commission, and any travel, hotel or other disbursements as may have been agreed with the client or, if there is no such agreement, such expenses as are reasonable;
<b>“Conduct Regulations”</b>	means	the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and/or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005;
<b>“Confidential Information”</b>	means	any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the client or employment business or their business or affairs (including but not limited to these terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the contractor or any third party in relation to the assignment by the client or the employment business or by a third party on behalf of the client whether before or after the date of these terms together with any reproductions of such information in any form or medium or any part(s) of such information;
<b>“Contractor”</b>	means	the person, firm or corporate body introduced to the client by the employment business to carry out an assignment (and, save where otherwise indicated, supplied by any third party to whom the provision of the services is assigned or sub-contracted with the prior approval of the client and any officer, employee, worker or representative of any such third party);
<b>“Contractor Fees”</b>	means	the fees payable to the contractor for the provision of the services;

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<b>“Data Protection Laws”</b>	means	the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
<b>“Engagement”</b>	means	the engagement (including the contractor and/ acceptance of the client’s offer), employment or use of the services, by the client or by any third party to whom the contractor have been introduced by the client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through another employment business; “Engage”, “Engages” and “Engaged” shall be construed accordingly;
<b>“Introduction”</b>	means	(i) the passing to the client of a curriculum vitæ or information which identifies the contractor or (ii) the client’s interview of a contractor (in person, by telephone or by any other means), following the client’s instruction to the employment business to supply a contractor; or (iii) the supply of a contractor; and, in any case, which leads to an engagement of that contractor; “Introduces” and “Introduced” shall be construed accordingly;
<b>“Introduction Fee”</b>	means	the fee payable by the client in accordance with clause 7;
<b>“Losses”</b>	means	all losses, liabilities, damages, costs, expenses, fines, penalties or interest, 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;
<b>“Period of Extended Hire”</b>	means	any additional period that the client wishes the contractor to be supplied for beyond the duration of the original assignment or series of assignments as an alternative to paying an introduction fee;
<b>“Qualifying Period”</b>	means	12 continuous calendar weeks during the whole or part of which the contractor is supplied by one or more temporary work agencies to the relevant client to work temporarily for and under the supervision and direction of the relevant client in the same role;
<b>“Relevant Period”</b>	means	the period of 8 weeks commencing on the day after the last day on which the contractor worked for the client having been supplied by the employment business;
<b>“Remuneration”</b>	means	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 contractor for services rendered to or on behalf of the client;
<b>“Vulnerable Person”</b>	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;
<b>“WTR”</b>	means	means the Working Time Regulations 1998.

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.

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### 2. THE AGREEMENT

- 2.1. This agreement together with the schedules (“**the Agreement**”) constitutes the entire agreement between the employment business and the client for the supply of the services by the employment business to the client. This agreement is deemed to be accepted by the client by virtue of its request for, interview with, or engagement of a contractor or the passing of any information about the contractor to any third party following an introduction.
- 2.2. Unless otherwise agreed in writing by a director of the employment business this agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the client.
- 2.3. Subject to clause 5.3, 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 client and are set out in writing and a copy of the varied terms is given to the client stating the date on or after which such varied terms shall apply.
- 2.4. The client acknowledges that where the contractor is unable to provide any part of the services for whatever reason the employment business and/or the contractor shall be entitled to request the right to assign or sub-contract the performance of the services provided that the client is reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by the agreement between the contractor and the employment business. The client shall not unreasonably withhold or delay any approval sought for the assignment or sub-contracting of the services.
- 2.5. The client acknowledges that the contractor shall be permitted to determine how it will provide the services and will have the flexibility to determine the number of hours required and the times worked, to complete the services, subject to the contractor complying with any reasonable operational requirements of the client. The contractor will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the client’s site. Accordingly, the client acknowledges that neither the contractor work under (or subject to the right of) supervision, direction or control of the client as to the manner in which they provide the services.

### 3. CLIENT OBLIGATIONS

- 3.1. To enable the employment business to comply with its obligations under the conduct regulations the client undertakes to provide to the employment business details of the position which the client seeks to fill, including the following:
  - 3.1.1. The type of work that the contractor 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 client considers necessary or which are required by law or any professional body for the contractor to possess in order to work in the position;
  - 3.1.4. Any risks to health or safety known to the client and what steps the client has taken to prevent or control such risks;
  - 3.1.5. The date the client requires the contractor to commence the assignment;
  - 3.1.6. The duration or likely duration of the assignment.
  - 3.1.7. The client will use its best endeavours to provide the Employment Business with a copy of Risk Assessment conducted with the Contractor upon request by the Employment Business in order to comply with its obligations.
- 3.2. to enable the employment business to comply with its obligations under regulation 27 of the Conduct of Employment Agencies and Employment Business Regulations 2003, the client gives consent to the employment business to advertise for positions on their behalf using the information provided in clause 3.1.
- 3.3. The client will assist the employment business in complying with the employment business's duties under the WTR by supplying any relevant information it holds about the assignment requested by the employment business and the client will not do anything to cause the employment business to be in breach of its obligations under these regulations. If the client requires the services of a contractor for more than 48 hours in any week during the course of an assignment, the client must notify the employment business of this requirement before the commencement of the assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the client requires the contractor to work in excess of 48 hours.

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- 3.4. The client shall advise the employment business at the time of instructing the employment business to supply a contractor whether during the course of the assignment, the contractor will be required to work with, care for or attend one or more vulnerable persons or engage in regulated activity as defined in the Safeguarding Vulnerable Groups Act. The client will assist to allow the employment business to select a suitable contractor for the assignment.

### 4. VERIFICATION OF EXECUTION OF THE SERVICES

- 4.1. At the end of each week of an assignment (or at the end of the assignment where it is for a period of 1 week or less), the client shall sign the employment business's timesheet verifying the number of hours worked by the contractor during that week.
- 4.2. Signature of the timesheet by the client is confirmation of the number of hours worked. If the client is unable to sign a timesheet produced for authentication by the contractor because the client disputes the hours claimed, the client shall inform the employment business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the employment business to enable the employment business to establish what hours, if any, were worked by the contractor. Failure to sign the timesheet does not absolve the client of its obligation to pay the charges in respect of the hours worked.
- 4.3. The client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the contractor.

### 5. CHARGES

- 5.1. the client agrees to pay the charges in accordance with the confirmation of rates. VAT is payable at the applicable rate on the entirety of the charges.
- 5.2. For the purpose of charges in respect to each contractor fee, unless otherwise stated within the confirmation of rates document, the minimum charged period for each contractor fee will be calculated based on 8 hours per day, Saturday time and a half, Sunday and bank holidays double time.
- 5.3. The employment business reserves the right to vary the charges agreed with the client, by giving written notice to the client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 5.4. The charges are invoiced to the client on a weekly basis and are payable within 7 days.
- 5.5. 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.
- 5.6. The client's obligations under this clause 5 shall be performed without any right of the client to invoke set-off, deductions, withholdings or other similar rights.

### 6. PAYING THE CONTRACTOR

The employment business is responsible for paying the contractor fees to the contractor.

### 7. INTRODUCTION FEES

- 7.1. The client shall be liable to pay an introduction fee if the client engages a contractor introduced by the employment business other than via the employment business or introduces the contractor to a third party and such introduction results in an engagement of the contractor by the third party other than via the employment business and:
- 7.1.1. Where the contractor has been supplied by the employment business, such engagement takes place during the assignment or within the relevant period;
- 7.1.2. Where the contractor has not been supplied, such engagement takes place within 6 months from the date of the introduction to the client.

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- 7.2. The introduction fee will be calculated by multiplying the last hourly rate agreed between the employment business and the client within the relevant confirmation of rates by 400.
- 7.3. The employment business will not refund the introduction fee if the engagement subsequently terminates.
- 7.4. If the client wishes to engage the contractor other than via the employment business without liability to pay an introduction fee, the client may (on giving 7 days written notice to the employment business) engage the contractor for the period of extended hire of 26 weeks.
- 7.5. During such period of extended hire, the employment business shall supply the contractor on the same terms on which they have 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 7.4; and the client shall continue to pay the charges set out in clause 5. If the employment business is unable to supply the contractor for any reason outside its control for the whole or any part of the period of extended hire; or the client does not wish to hire the contractor on the same terms as the assignment; but the contractor is engaged by the client, the client shall pay the introduction fee, reduced pro-rata to reflect any charges paid by the client during any part of the period of extended hire worked by the contractor before being engaged by the client. If the client fails to give notice of its intention to engage the contractor other than via the employment business before such engagement commences, the parties agree that the introduction fee shall be due in full.
- 7.6. Where prior to the commencement of the client's engagement other than via the employment business the employment business and the client 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 introduction fee as calculated pro-rata. Such reduction is subject to the client engaging the contractor for the agreed fixed term. Should the client extend the contractor's engagement or re-engage the contractor within 12 months from the commencement of the initial engagement the employment business reserves the right to recover the balance of the introduction fee.
- 7.7. The employment business will not refund the introduction fee in the event that the engagement of the contractor other than via the employment business by the client or by a third party to which the client introduces the contractor terminates or terminates before the end of the fixed term referred to in clause 7.6.
- 7.8. VAT is payable in addition to any introduction fee due.

## 8. TERM

This agreement shall continue until either the employment business or the client gives to the other party 30 business days' notice to terminate, expiring on or after the first anniversary of the commencement date.

## 9. Termination of the Assignment

- 9.1. Notwithstanding the provisions of clause 8, the client may terminate the assignment with immediate effect by notice in writing to the employment business where:
- 9.1.1. The contractor has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the services;
- 9.1.2. The client reasonably believes that the contractor has not observed any condition of confidentiality applicable to the contractor from time to time;
- 9.1.3. The client reasonably considers that the contractor's provision of the services is unsatisfactory.
- 9.2. The employment business may terminate an assignment with immediate effect by notice in writing if:
- 9.2.1. The client 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;
- 9.2.2. The client fails to pay any amount which is due to the employment business in full and on the date that the payment falls due;

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- 9.2.3. The client 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;
- 9.2.4. An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the client;
- 9.2.5. An order is made for the winding up of the client, or where the client 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).

### 10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1. All information relating to a contractor 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 services to the client. Such information must not be used for any other purpose nor divulged to any third party and the client undertakes to abide by the provisions of the data protection laws in receiving and processing the data at all times. In addition, 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.
- 10.2. The client and the employment business will comply with all applicable requirements of the data protection act 1998, any act that replaces it, and the general data protection regulation ((eu) 2016/679, each as may be amended or updated from time to time ("the **Data Protection Legislation**"). In particular:
- 10.2.1. The client and the employment business acknowledge that for the purposes this agreement and the data protection legislation, the client and the employment business are data controllers and will comply with the obligations imposed on data controllers in the data protection legislation;
- 10.2.2. The employment business shall give full information to any data subject whose personal data may be processed under this contract of the nature of such processing;
- 10.2.3. The employment business and the client shall process personal data of only for the agreed purpose of the provision of contractor to the client;
- 10.2.4. The employment business shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the client for the duration and purposes of this contract and that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- 10.2.5. The client and the employment business ("the indemnifying party") shall each indemnify the other ("the indemnified party") against all liabilities, costs, expenses, damages and losses suffered or incurred by the indemnified party arising out of a breach of the data protection legislation by the indemnifying party provided that the indemnified party gives to the indemnifying party prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend or settle it."
- 10.2.6. Further information can be found in our Privacy Notice – [www.purestaff.co.uk/PrivacyNotice](http://www.purestaff.co.uk/PrivacyNotice)

### 11. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the services by the contractor or any third party to whom the services are assigned or sub-contracted for the client during the assignment shall belong to the client, save such rights as may be expressly owned or retained by the contractor. Accordingly, the employment business shall use its reasonable endeavours to ensure that the contractor shall execute all such documents and do all such acts in order to give effect to the client's rights pursuant to this clause.

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### 12. LIABILITY

- 12.1. Whilst reasonable efforts are made by the employment business to give satisfaction to the client by ensuring reasonable standards of skills, integrity and reliability from the contractor and to provide the same in accordance with the assignment details as provided by the client, no liability is accepted by the employment business for any losses arising from the failure to provide a contractor for completion of the assignment or from the negligence, dishonesty, misconduct or lack of skill of the contractor or if the contractor 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.
- 12.2. The client warrants that it does not (and does not have the right to) supervise, direct or control the contractor as to the manner in which they provide the services. The client will notify the employment business in writing if it exercises supervision, direction or control, or seeks the right to supervise, direct or control the contractor in which case the employment business may terminate the agreement and/ or any assignments under the agreement in accordance with clause 8.
- 12.3. The client will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the WTR, the data protection laws, Health and Safety at Work etc. Act 1974, the management of Health and Safety at Work Regulations 1999. The client shall advise the employment business of any special health and safety matters about which the employment business is required to inform the contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the contractor is to fill the assignment. The client 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 contractor.
- 12.4. The client shall indemnify and keep indemnified the employment business against any losses incurred by the employment business by reason of any proceedings, claims or demands by any third party including specifically, but without limitation, HMRC and any successor, equivalent or related body 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 client.
- 12.5. The client undertakes not to request the supply of a contractor 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 client to perform the duties of a person on strike or taking official industrial action.

### 13. NOTICES

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.

### 14. SEVERABILITY

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.

### 15. RIGHTS OF THIRD PARTIES

none of the provisions of this agreement are 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.

### 16. GOVERNING LAW AND JURISDICTION

This agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the courts of England & Wales.

### 17. GANGMASTERS LABOUR AND ABUSE AUTHORITY (GLAA)

The employment business holds a GLAA licence, (PURE0003). The client, where applicable agrees to notify the employment business if contractors assigned to provide services under the terms of this agreement within a food manufacturing or agricultural environment or any environment regulated by the GLAA. The client agrees to assist the employment business by providing information required to enable compliance with all statutory obligations under the GLAA.