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## TEMPORARY WORKER (pay per hour) Terms and conditions

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### THE PARTIES

1. **SENNIES Limited** (registered company no. 12200922) having its address at Sennies Newhaven Enterprise Centre, Denton Island, Newhaven, East Sussex, England, BN9 9BA ("**SENNIES**").
2. The **Client** is the entity to whom the Temporary Worker is introduced in the Assignment Details Form.

### RECITALS

- A. SENNIES carries on the business of sourcing and supplying temporary workers to provide SEN nanny services to Clients of SENNIES. The Client has instructed SENNIES to supply a Temporary Worker to provide certain services, as specified in the Assignment Details Form.
- B. SENNIES shall introduce the Temporary Worker to the Client to provide the Assignment Services to the Client on the terms and subject to the conditions of this Agreement.

### IT IS AGREED AS FOLLOWS:

#### 1. DEFINITIONS

- 1.1. In this Agreement the defined terms in this agreement shall have the meanings set out in Schedule 1.
- 1.2. References to statutes or statutory instruments include the same as may be applied, amended, extended, or re-enacted by legislation or order from time to time and includes any subordinate legislation.
- 1.3. References to this Agreement or any provision of this Agreement shall include this Agreement or that provision as it may from time to time be amended.

#### 2. THE AGREEMENT

- 2.1. This Agreement together with the completed Assignment Details Form constitutes the entire agreement between SENNIES and the Client for the supply of Temporary Worker by SENNIES to the Client. This Agreement is deemed to be accepted by the Client by virtue of
  - 2.1.1. the passing of information about a Temporary Worker to the Client by SENNIES or
  - 2.1.2. an Introduction to the Client of, or the Engagement by the Client of, a Temporary Worker or
  - 2.1.3. the Client's interview or request to interview a Temporary Worker (including interview by video conferencing or by telephone) or
  - 2.1.4. the signature by the Client on a timesheet relating to services provided by the Temporary Worker or

2.1.5.the Client's signature at the end of this Agreement or

2.1.6.any other written, expressed acceptance of this Agreement.

For the avoidance of doubt, this Agreement applies whether or not the Temporary Worker is engaged by the Client for the same type of work as that for which the Introduction was originally affected.

- 2.2. This Agreement contains the entire agreement between the Parties and unless otherwise agreed in writing by a director of SENNIES shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 2.3. Subject to clauses 5.2 and 5.4, no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director of SENNIES 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 the varied terms shall apply.
- 2.4. For the purpose of this Agreement, SENNIES shall act as an employment business as defined in Section 13(3) of the Employment Agencies Act 1973 or within the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981 and within the Conduct Regulations.

### **3. CLIENT ACKNOWLEDGEMENTS AND OBLIGATIONS**

- 3.1. When making a request for the provision of a Temporary Worker to perform the Assignment, the Client will give SENNIES details of:
  - 3.1.1.the date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;
  - 3.1.2.the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - 3.1.3.details of the family and the particular needs of the individual to be cared for; and
  - 3.1.4.any expenses payable by or to the Temporary Worker.
- 3.2. SENNIES confirms that the Temporary Worker shall possess a minimum of two years of experience in Special Educational Needs (SEN) support, along with the necessary experience, training, qualifications, and any authorisations required by law or by relevant professional bodies to perform the role effectively. The Agency will use reasonable efforts to ensure that a Temporary Worker is provided to the Client that matches the Client's requirements. However, the Client acknowledges that while the Agency will strive to meet these criteria, fulfilling all such requirements may not be achievable in all circumstances.

- 3.3. The Temporary Worker shall be deemed to be under the supervision, direction, and control of the Client from the start of, and throughout the duration of, the Assignment and therefore Client agrees to be responsible for all acts, errors, or omissions of the Temporary Worker, whether wilful, negligent, or otherwise.
- 3.4. The Client undertakes to:
- 3.4.1. comply in all respects with all legislation including, for the avoidance of doubt, the WTR, applicable health and safety requirements, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 4.11), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments;
  - 3.4.2. provide the Temporary Worker with a suitable and safe environment within which to work; and
  - 3.4.3. provide the Temporary Worker with all necessary information, training, and safety equipment where appropriate, in order to comply with its health and safety obligations to the Temporary Worker.
- 3.5. The Client is not under any obligation whatsoever to accept a Temporary Worker for an Assignment.
- 3.6. The Client undertakes to satisfy itself about a Temporary Worker's suitability to carry out the relevant Assignment Services. If the Client decides that a Temporary Worker is unsuitable to perform an Assignment, the Client shall notify SENNIES in writing as soon as possible of that fact giving the grounds for its dissatisfaction with the Temporary Worker.
- 3.7. Subject to Clause **11.3**, if the Client reasonably considers that the Temporary Worker's work is unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Engagement or by directing SENNIES to remove the Temporary Worker. The Client may terminate an Assignment at any time on reasonable notice but shall be responsible for any Charges incurred up to the termination date.
- 3.8. Acknowledging that the Temporary Worker must be engaged for a minimum of 12 hours per week and that 10 working days' notice must be provided in writing before any changes take effect, the Client reserves the right to change its requirements up to 5 business days before the commencement of the Assignment without any liability of the Client whatsoever.
- 3.9. The Client shall indemnify SENNIES against all liabilities, costs, expenses, damages, and losses of whatever nature arising out of or in connection with any acts or omissions by the Client in respect of the Temporary Worker.

#### **4. SENNIES'S OBLIGATIONS TO THE CLIENT**

- 4.1. SENNIES shall use reasonable endeavours to search for and introduce special needs nanny services through Temporary Workers to the Client who meet the Client's stated requirements within 4-8 weeks.

- 4.2. SENNIES warrants that it has the necessary expertise to provide the services contemplated in this agreement and will perform them in keeping with the highest professional business standards by using appropriately qualified and trained personnel who have a minimum of two years SEN childcare experience.
- 4.3. SENNIES warrants that it does, and it shall comply with all relevant statutes, laws, regulations, and codes of practice from time to time in force.
- 4.4.** SENNIES shall Screen Temporary Workers before introducing them to the Client, including checking their right to work in the United Kingdom. SENNIES shall only Introduce to the Client Temporary Workers who have a minimum of two years SEN childcare experience and who have an interest in the positions for which they are Introduced.
- 4.5. SENNIES shall notify the Client immediately if it believes that any Temporary Worker is unsuitable for an Assignment or becomes aware of any fact or matter that indicates that a Temporary Worker may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Temporary Worker ceases to have the appropriate skills, qualifications, approvals or a right to work in the United Kingdom and SENNIES shall be entitled to terminate the Assignment immediately without prior notice and without liability. The Client will remain liable for all Charges incurred before the Assignment was terminated.
- 4.6. SENNIES reserves the right at any time to replace any Temporary Worker with another Temporary Worker of commensurate experience and general suitability for an Assignment and shall notify the Client immediately if it wishes to exercise this right.
- 4.7. SENNIES shall Introduce only Temporary Workers who have the right to work in the United Kingdom and, in particular, SENNIES shall comply with the Immigration Asylum and Nationality Act 2006, the Immigration Act 2016 and other relevant UK legislation or equivalent legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
- 4.8. SENNIES shall ensure that the Temporary Workers are contractually obliged to comply with:
  - a) all relevant statutes (including but not limited to the Bribery Act 2010), laws, regulations, and codes of practice from time to time in force in the performance of an Assignment and applicable to the Client's business; and
  - b) the Client's health and safety policy whilst the Temporary Workers are on any premises owned by the Client, and all other applicable policies, procedures, and rules of the Client.
- 4.9. It is acknowledged that although it will carry out the checks stated above SENNIES makes no warranty as to the skills, experience, or suitability of any Temporary Worker for any Assignment.

- 4.10. SENNIES assumes responsibility for paying Temporary Workers and for the deduction and payment of National Insurance Contributions and PAYE Income Tax under the requirement of NICs Legislation and ITEPA. Such payment shall not, for the avoidance of doubt, be conditional on receiving a signed timesheet (or other agreed method of verification of hours/days) from the Client for that Temporary Worker.

## **5. FEES AND INVOICING**

- 5.1. The Client will pay SENNIES the rate in accordance with the invoicing frequency as set out in Clause 5.3 for the Temporary Worker's work acknowledging that one month's fees will be paid in advance to secure the Temporary Worker's services based on a commitment of a minimum number of hours.
- 5.2. SENNIES 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, including but not limited to the Apprenticeship Levy, AWR, ITEPA, the NICs Legislation, and the Pensions Act 2008.
- 5.3. Invoices will be calculated using the following process:
- (a) SENNIES shall procure that the Temporary Worker will fill out timesheets every week recording the number of hours they have worked each week;
  - (b) On or about 28th of each month SENNIES will submit an invoice to the Client for the upcoming 4 weeks' work, including any overtime the Temporary Worker has worked in the previous month. Such invoice will be accompanied by a timesheet report or email showing the number of hours worked.
- 5.4. Any amount paid by the Client before the relevant due date in respect of any invoice relating to an Assignment shall be held, once received by SENNIES, on trust for the Client pending transfer to the Temporary Worker by SENNIES and the Client hereby authorises SENNIES to make such transfer once the invoice becomes due and payable.
- 5.5. All monies due hereunder will be paid by the Client within 7 days of receipt of a valid invoice. Should an Assignment be terminated by the Client, the Agency shall either (i) refund the Client for any hours that have been billed in advance but not worked with respect to that particular Temporary Worker on that Assignment; or (ii) hold such client monies on account for a replacement Temporary Worker.
- 5.6. If the Client fails to make any payment under this Agreement on or before the date 7 days following receipt of a valid invoice (the **Due Date**), SENNIES may charge interest of 4% per annum above the base rate of the Bank of England from the Due Date until the date of payment.
- 5.7. The fees referred within clause 5.1 and set out in Schedule 1 shall increase annually by 2% for every year of which the Agreement is in effect on 31 October.
- 5.8. VAT is payable at the applicable rate on all sums payable under clause 5.1 and clause 6.
- 5.9. 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. EXTENDED PERIOD OF HIRE

- 6.1. If, following the Introduction of a Temporary Worker by SENNIES to the Client within the Relevant Period, the Client employs/engages that Temporary Worker other than via SENNIES, or the Client introduces the Temporary Worker to a third party and such introduction results in an Engagement of the Temporary Worker by the third party other than via SENNIES, the Client shall pay SENNIES an introduction fee which shall 14% of the annual salary for UK placements and 16% for international hires excluding VAT (the "**Introduction Fee**").
- 6.2. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

## 7. MUTUAL CONFIDENTIALITY OBLIGATIONS

- 7.1. Each party undertakes that it shall not at any time during this agreement, and after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or personal details of the other party, except as permitted by this Clause.
- 7.2. For the purposes of subclause 7.1 above, confidential information shall include, but not be limited to, all information which is not publicly known including personal details of the Client, their family and their children; financial information of the Client or their family or SENNIES; medical information of any Client family member; business practices and strategies of SENNIES; any other information designated as confidential by SENNIES or the Client, any trade secrets, secret or confidential operations, information about the clients of any Clients or their affairs, information held in Client databases, processes or dealings or any information in any way relating to the services provided under this agreement, this agreement itself or concerning the organisation, business, finances, transactions or affairs of SENNIES or of any Client.
- 7.3. This clause 8 shall not apply to information which:
  - (a) is used or disclosed in the proper performance of the services or with the prior written consent of the other party;
  - (b) is known to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause 8;
  - (c) is ordered to be disclosed by a court of competent jurisdiction or otherwise required to be disclosed by law; or
  - (d) comes into the public domain through no fault of either party.
- 7.4. SENNIES shall use reasonable endeavours to procure that those Temporary Workers, who carry out any Assignment Services, acknowledge and agree to be bound by the provisions of this clause 7.

- 7.5. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## **8. DATA PROTECTION**

- 8.1. The following definitions apply in this Clause 8:

**Agreed Purposes:** The performance by each party of its obligations under this agreement.

**Controller, data controller, processor, data processor, data subject, personal data, processing, and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Permitted Recipients:** the parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this agreement.

**Shared Personal Data:** the personal data to be shared between the parties under this agreement relating, but not exclusively, to the Temporary Worker, SENNIES, and the Client.

- 8.2. This Clause 8 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 8.3. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 8.4. Each party shall:
- (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
  - (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
  - (c) process the Shared Personal Data only for the Agreed Purposes;
  - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
  - (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and



- (g) not transfer any personal data outside of the UK unless (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

**8.5.** Both parties will comply with all applicable requirements of the Data Protection Legislation in relation to the collecting, handling, and processing of Personal Data (as defined in the Data Protection Legislation). In particular each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation, including:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this Clause 9; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.



8.6. The Employment Business shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- (a) Pseudonymising and encrypting Personal Data.
- (b) Ensuring confidentiality, integrity, availability and resilience of its systems and services.
- (c) Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident.
- (d) Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

## **9. LIABILITY AND INDEMNITY**

9.1. Whilst reasonable efforts are made by SENNIES to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Temporary Workers and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by SENNIES for any Losses arising from the failure to provide a Temporary Worker for completion of the Assignment or from the quality of the Assignment Services, or the negligence, dishonesty, misconduct, fraud, acts or omissions to act or lack of skill of the Temporary Worker or if the Temporary Worker terminates the Assignment for any reason. For the avoidance of doubt, SENNIES 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.

9.2. The Client shall not be liable to SENNIES for any loss, injury, or damage, expense or delay incurred or suffered by SENNIES arising directly or indirectly from SENNIES's negligence, misrepresentation, or the breach of any obligation to be performed by SENNIES under this Agreement.

9.3. The Client shall indemnify and keep indemnified SENNIES against Losses incurred directly or indirectly by SENNIES arising out of or in connection with any Assignment including (without limitation) as a result of

- (a) any breach or non-compliance of this Agreement by the Client; and
- (b) any breach by the Client of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).

9.4. SENNIES shall indemnify the Client and keep the Client indemnified in full at all times in respect of any and all claims, penalties, fines, demands, liabilities, losses, damages, proceedings, costs (including, without limitation, reasonable legal costs) and expenses suffered by the Client in respect of:

- (a) any income tax, National Insurance contributions, interest and/or penalties thereon arising in from payments made by the Client in respect of any Temporary Worker paid by SENNIES through PAYE during an Assignment or Extended Assignment; and
  - (b) subject to direct employment under clause 7, any allegation by a Temporary Worker that such Temporary Worker is an employee or Worker (as defined by section 230(3) of the Employment Rights Act 1996) of the Client except where an allegation arises due to the Client treating such Temporary Worker as an employee.
- 9.5. Nothing in this Agreement will limit or exclude (or purport to limit or exclude) either party's liability:
- (a) for death or personal injury caused by our negligence;
  - (b) for fraud or fraudulent misrepresentation
  - (c) to the extent that such liability cannot be excluded under applicable law.
- 9.6. Subject to clause 10.5, neither party shall be liable under or in connection with this Agreement for any indirect or consequential loss.
- 9.7. Subject to clauses 10.5 and 10.6 each party's total liability to the other under or in connection with this Agreement, whether arising under contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed, in relation to all events occurring in any Year:
- (a) in relation to breaches of clause 8, £10,000;
  - (b) in relation to breaches of clause 10.4, £100,000;
  - (c) in all other circumstances 125% of any money paid to us by you in such Year.
- 9.8. SENNIES will not be liable for any loss or damage suffered or incurred arising from its delay in performing or failure to perform its obligations hereunder to the extent that and for so long as such delay or failure results from any cause or circumstance beyond its reasonable control (a **Force Majeure Event**). If a Force Majeure Event occurs, the date(s) for performance of the obligation(s) affected will be postponed for so long as is made necessary by the Force Majeure Event.
- 9.9. Except as set out in this Agreement, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

## **10. TERMINATION OF AN ASSIGNMENT**

- 10.1. The Assignment will terminate on the Assignment End Date set out in Schedule 1 if stated. Either party may terminate the Assignment earlier by giving to the other party in writing either 24 hours' notice in writing within the first two weeks of the Assignment or two weeks' notice thereafter up to two years; thereafter notice will increase by one week per year up to 12 weeks.
- 10.2. Notwithstanding the provisions of Clause 10.1, the Client may instruct SENNIES, in writing, to end the Services immediately in the event of

- (a) substantial material non-performance of or serious misconduct by the Temporary Worker,
  - (b) breach by the Temporary Worker while providing the Assignment Services to the Client; and
  - (c) breach of confidentiality by the Temporary Worker while providing the Assignment Services; provided that the Client provides detailed, written confirmation of such non-performance, misconduct, or breach.
- 10.3. In the event that the Client terminates an Assignment without the requisite notice period of termination to SENNIES, then SENNIES will use all reasonable endeavours to agree a shorter notice period with the Temporary Worker; failing which the Client will indemnify and keep SENNIES indemnified for any Losses incurred by SENNIES during such period with respect to Temporary Worker.
- 10.4. In the event that the Client seeks to amend, alter, or adapt the Assignment Services in any way with the Consultancy, SENNIES may terminate the Assignment forthwith by notice to the Client. The Client shall remain liable for all Charges incurred up to the date of termination. The parties shall use all reasonable endeavours to enter into a new agreement with respect to the new role, project, or task that the Client needs fulfilling.
- 10.5. SENNIES may terminate any and / or all Assignments forthwith by notice in writing if:
- (a) 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 SENNIES to do so; or
  - (b) the Client fails to pay any amount which is due to SENNIES in full and on the date that the payment falls due; or
  - (c) the Client 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;
  - (d) the Temporary Worker ceases to be entitled to work in the UK in accordance with the provisions of s.8 of the Asylum and Immigration Act 1996;
  - (e) the Client wishes to employ the Temporary Worker directly as an employee, worker or consultant of the Client and the Temporary Worker enters into a contract of employment or engagement (whether verbal or written) with the Client; or
  - (f) SENNIES receives notice of termination of the Temporary Worker's employment or Engagement with SENNIES. If SENNIES does receive notice of termination from the Temporary Worker, SENNIES will inform the Client immediately.
- 10.6. Termination of this agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

## **11. MISCELLANEOUS**

- 11.1. Each party confirms that they have the authority to enter into this Agreement and to perform all of the obligations contained in it. No third party may rely on or enforce the terms of this Agreement.
- 11.2. Any term of this Agreement may be amended or waived only with the written consent of the parties.
- 11.3. Any notice required or permitted by this Agreement will be in writing and will be deemed delivered when received by the relevant party, when delivered personally or confirmed email or 48 hours after being deposited in the regular mail as certified or registered mail.
- 11.4. This Agreement sets out all of the terms that have been agreed between SENNIES and the Client in relation to the subjects covered by it, and in entering into this Agreement neither party has relied on any statement (whether made innocently or negligently) not expressly contained in this Agreement.
- 11.5. This Agreement and any non-contractual obligations connected with it is governed by and construed under English law and each of the parties hereto submit to the exclusive jurisdiction of the English courts regards any claim or matter arising under this Agreement or in connection with its subject matter.
- 11.6. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the remainder of the Agreement will be interpreted as if such provision were so excluded and (iii) the remainder of the Agreement will be enforceable in accordance with its terms.
- 11.7. Neither party may assign any of their rights or obligations under this Agreement without the prior express written consent of the other Party PROVIDED THAT either party may assign this Agreement in its entirety, together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of their assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 11.8. Each party acknowledges and agrees that they have not received or been offered any illegal bribe, kickback, payment, gift, or thing of value in connection with this Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. Each party will promptly notify the other if they offer or receive any such improper payment or transfer in connection with this Agreement.
- 11.9. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **Schedule 1**

### **DEFINITIONS**

<b>Assignment</b>	means the period during which the Temporary Worker provides the Assignment Services to the Client via SENNIES, as more particularly described in Schedule 1.
<b>Assignment Details Form</b>	The form provided by SENNIES and agreed with the Client containing all details pertaining to the Assignment in connection with the Temporary Worker and the Assignment Services.
<b>Assignment Services</b>	means the temporary services agreed to be provided by the Temporary Worker to the Client as specified in Schedule 1.
<b>Calendar Week</b>	means any period of seven days starting with the same day as the first day of the first Assignment.
<b>Charges</b>	means the charges as notified to the Client by SENNIES at the commencement of the Assignment and which may be varied by SENNIES from time to time during the Assignment. The charges are comprised of the Fees with respect to the Temporary Worker in relation to the Temporary Worker and SENNIES's commission.
<b>Conditions of Liability</b>	the requirements of section 51(1)(b) ITEPA and of the conditions of liability set out in Sections 51 to 53 ITEPA.
<b>Conduct Regulations</b>	means the Conduct of Employment Agencies and Employment Business Regulations and/or the Conduct of Employment Agencies and Employment Business Regulations (Northern Ireland) 2005.

## **Data Protection Legislation**

means all applicable data protection and privacy legislation in force from time to time in the UK including, but not limited to, the retained EU law version of the General Data Protection Regulation (EU) 2016/679 (the "UK GDPR"); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended; or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the protection and transfer of personal data (including, without limitation, the privacy of electronic communications).

For the avoidance of doubt, Data Protection Legislation shall also include any and all legally binding guidelines, recommendations, best practice, opinions, directions, decisions, codes of practice and codes of conduct issued, adopted, or approved by the UK's Information Commissioner's Office (and the terms "Personal Data" and "Process" shall have the meanings given to them in the Data Protection Legislation).

## **Engagement**

means the engagement, employment or use of the Temporary Worker by the Client on a permanent or temporary basis, whether under a contract of service or for services; or through any other engagement directly or through a limited company or through a limited liability partnership; or indirectly through another employment business or company which holds itself out as such and "Engage", "Engages" and "Engaged" shall be construed accordingly.

## **Introduction**

means (i) the passing to the Client of a curriculum vitae, profile or information which identifies the Temporary Worker; or (ii) the Client's interview of the Temporary Worker (in person or by telephone or by any other means), following the Client's instruction to SENNIES to supply a temporary worker; or (iii) the supply of the Temporary Worker; and, in any case, which leads to an Engagement of the Temporary Worker; and "Introduced" and "Introducing" shall be construed accordingly.

## **Introduction Fee**

means the fee payable in accordance with clause 6 of this Agreement and Regulation 10 of the Conduct Regulations.

## **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.

## **Relevant Period**

means (for the purposes of the Conduct Regulations) the later of:

- a) the period of 8 weeks commencing on the day after the last day on which the Temporary Worker worked for you pursuant to being supplied by us; or
- b) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for you pursuant to the supply of that work-seeker to you by us or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks since any previous Assignment.

## **Relevant Terms**

means the terms and conditions relating to:

- (a) pay including but not limited to basic salary, bonuses, or commission payments directly attributable to the quantity and quality of work carried out by the Temporary Worker, shift allowance, overtime payments, holiday pay and vouchers (providing they have a fixed monetary value);
- (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 Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation.



<b>Remuneration</b>	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 Temporary Workers for Assignment Services rendered to or on behalf of the Client.
<b>Screen</b>	carry out pre-vetting checks to the level and criteria requested by the Client from time to time and "Screening" shall be construed accordingly.
<b>Temporary Worker</b>	means an individual worker, who is Introduced and supplied by SENNIES to the Client to provide services to the Client indirectly through SENNIES as its employer rather than as a direct employee of the Client
<b>Temporary Worker's Fees</b>	means total amount of the Temporary Worker's Remuneration, employer's national insurance contributions, any payment for time off for ante-natal appointments or medical appointments that the Temporary Worker is entitled to and, such expenses of the Temporary Worker as are reasonable;
<b>Temporary Worker</b>	means any Temporary Worker or Consultancy Introduced or supplied by SENNIES to provide the Assignment Services to the Client.
<b>WTR</b>	means the Working Time Regulations 1998 and the Working Time Regulations (Northern Ireland) 1998.
<b>Year</b>	each successive 12-month period commencing on the Effective Date or an anniversary thereof.