



TERMS OF BUSINESS
WORKING CAST LTD
VERSION: 2023



TERMS OF BUSINESS

1. INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply to these Conditions.

Agency: Working Cast Limited t/a Working Cast / Working Cast Productions.

Agreed Purposes: the provision of the Services by the Agency to the Client in accordance with these Conditions.

Assignment: shall have the meaning set out in clause 4.

Assignment Date: the commencement date of the Assignment.

AWR 2010: the Agency Workers Regulations 2010 (SI 2010/93).

Booking Form: the written communication setting out the details of the Order, including (without limitation) the Assignment Date and duration of the Assignment.

Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

Client: the purchaser of the Services from the Agency.

Commencement Date: shall have the meaning set out in clause 2.4.

Conditions: these terms and conditions as amended from time to time.

Conduct Regulations 2003: the Conduct of Employment Agencies and Employment Business Regulations 2003 (SI 2003/3319).

Contract: the contract between the Agency and the Client for the Services in accordance with the Booking Form and these Conditions.

Data Controller: has the meaning given to it in the Data Protection Legislation.

Data Processor: has the meaning given to it in the Data Protection Legislation.

Data Protection Legislation: all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or data protection of Personal Data or corporate data (including any national laws implementing any such legislation (including Directives 95/46/EC, 2002/58/EC and 97/66/EC)), including the Data Protection Act 1998, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the General Data Protection Regulation.

Data Subject: has the meaning given to it in Data Protection Legislation.

Engage: the employment of a Temporary Worker or engagement directly or indirectly through any employment business other than through the Agency (whether for a definite or indefinite period) resulting from or in connection with of any Introduction or Assignment and the terms **Engaged** or **Engagement** shall be construed accordingly.

Extended Assignment: shall have the meaning set out in clause 5.2.

Fees: shall have the meaning set out in clause 6.4.

General Data Protection Regulation: Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Introduce: the provision to the Client of information by the Agency by way of a curriculum vitae or other such information which identifies the Worker and **Introduction** and **Introduced** shall be construed accordingly.

Introduction Fee: the fee calculated by the reference to a percentage of the Temporary Worker's annual remuneration package including (without limitation) pay, holiday pay, commission, bonuses, overtime, shift premium, and any benefits in kind that the Temporary Worker receives or would receive in the first year that the Temporary Worker is Engaged

by the Client following the Introduction ("**Remuneration Package**"). The Introduction Fee shall be the higher of:

(a) 10% of the Remuneration Package; or

(b) £2000 plus VAT,

and where the Remuneration Package is £nil, the Introduction Fee shall be £2000 plus VAT.

Order: the Client's order for the Services as set out in the Booking Form.

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

Personal Data: has the meaning given to it in the Data Protection Legislation.

Quotation: the quotation or estimate of costs in respect of the Services to be sent by the Agency to the Client in a format determined by the Agency from time to time.

Relevant Period: shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003.

Screen: carry out pre-vetting checks to the level and criteria as required by the Client from time to time and **Screening** shall be construed accordingly.

Services: the provision of Temporary Workers by the Agency to the Client.

Shared Personal Data: the Personal Data to be shared between the parties under this Contract.

Supervisory Authority: has the meaning given to it in the Data Protection Legislation.

Temporary Worker: a Worker Introduced and supplied by the Agency to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010.

Unsatisfactory Temporary Worker: has the meaning set out in clause 6.1.

Valid Opt-Out: means written notification from a company Worker and the individual provided by that company Worker in accordance with regulation 32(9) of the Conduct Regulations 2003, as amended from time to time.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Vulnerable Person: shall have the meaning set out in regulation 2 of the Conduct Regulations 2003.

Worker: an individual worker, or, where the worker is a company or other legal entity including the individual worker, as the case may be including any of the Agency's own employees, workers or agency staff.

1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.6. A reference to **writing** or **written** includes e-mail but not fax.

1.7. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8. References to clauses are to the clauses of these Conditions.

1.9. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. THE CONTRACT

2.1. These Conditions and the Booking Form set out the Contract between the Agency and the Client for the supply of Temporary Workers by the Agency to the Client. For the purposes of the Conduct Regulations 2003, the Agency acts as an employment business in relation to the Introduction and supply of Temporary Workers pursuant to these Conditions.

2.2. If there is any conflict or ambiguity between the terms of the Booking Form and these Conditions, the Booking Form shall prevail to the extent of such conflict or ambiguity.

2.3. The Order shall constitute an offer by the Client to purchase the Services in accordance with these Conditions. The Agency shall not undertake any Services or associated services for the Client until it has received a valid Order from the Client.

2.4. The Contract shall come into existence on date on which the Agency issues a written acceptance of the first Order (the "**Commencement Date**").

2.5. Any Quotation provided by the Agency to the Client shall only be valid for 21 days from the date of issue and shall not

- constitute an offer for the Services. Any Quotation shall be an estimate of the Fees only, and will only be valid for the Assignment set out in the Booking Form. The Agency may amend, vary, delete or add to the Quotation in the event that the scope of Services changes (whether at the Client's request or otherwise).
- 2.6. If there are additional Services required by the Client which fall outside the Quotation, the Client shall notify the Agency and the Agency will provide the Client with additional Quotation. The Agency shall not undertake any additional Services until it has received a valid Order from the Client.
- 2.7. Each Order shall be subject to these Conditions unless otherwise agreed between the parties in writing.
- 2.8. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3. THE AGENCY'S OBLIGATIONS**
- 3.1. The Agency agrees to search for Workers for the Client as Temporary Workers who meet the Client's minimum qualifications and any other criteria that the Client shall inform the Agency of in writing on or before the Assignment Date.
- 3.2. The Agency agrees to Screen all Workers and Introduce to the Client only Workers who meet the minimum criteria for the position as set out by the Client in accordance with clause 4 and have an interest in the positions for which they are Introduced.
- 3.3. Where the Client requires a Worker to have particular qualifications or authorisations to work on the Assignment or a valid Disclosure and Barring Service ("DBS") check because the Assignment involves working with any Vulnerable Persons, the Agency will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications, authorisations or valid DBS check. The Client acknowledges and agrees that it shall be the Client's responsibility to determine whether a DBS check is required. The Agency shall be entitled to charge the Client in respect of any fees that are incurred in undertaking any requested searches. The Agency will also take all reasonably practicable steps to confirm that the Worker is suitable for the Assignment. If the Agency is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to supply the necessary information.
- 3.4. The Agency shall, where relevant, inform the Client whether it holds a Valid Opt Out for each Temporary Worker whom it Introduces to the Client.
- 3.5. The parties may agree to conduct meetings regularly to review the Services. Any resulting changes agreed to the Services, Fees or any other aspect of the Contract shall be confirmed in writing. Otherwise, the previous arrangements shall apply.
- 3.6. At the end of an Assignment, the Agency shall provide to the Client, if requested, an evaluation about the Assignment. The Agency will not provide any such information to any third party unless requested to do so in writing by the Client. Such evaluation is not a warranty, representation or guarantee about the performance of the Services. All Intellectual Property Rights in any evaluation report, document or materials shall remain the property of the Agency.
- 4. CLIENT'S OBLIGATIONS**
- 4.1. When making an Order for the provision of a Temporary Worker to perform certain services ("**an Assignment**"), the Client will give the Agency full and particularised details of:
- (a) the date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;
- (b) 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;
- (c) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Temporary Worker to possess in order to work in the position; and
- (d) any expenses payable by or to the Temporary Worker; and
- (e) any information reasonably required by the Agency in order for the Agency to fulfil its obligations under the AWR 2010.
- 4.2. The Client shall:
- (a) co-operate with the Agency in all matters relating to the Services;
- (b) pay the Fees in accordance with these Conditions;
- (c) provide the Temporary Works with such information, materials and access to its premises as may reasonably be required to properly perform the Assignment;
- (d) communicate any policies (including health and safety policies) to the Temporary Worker on or before the Assignment Date;
- (e) keep and maintain any materials, equipment, documents or any other property of the Agency which may be at the Client's premises in safe custody and maintain such in good condition until returned to the Agency; and
- (f) comply with all applicable laws in respect of the Temporary Worker and the Assignment.
- 5. TEMPORARY TO PERMANENT**
- 5.1. If, following the Introduction of a Temporary Worker by the Agency to the Client, within the Relevant Period, the Client Engages the Temporary Worker, the Client will pay the Agency the Introduction Fee.
- 5.2. The Introduction Fee will not be payable if the Client gives written notice to the Agency that it intends to continue the hire of the Temporary Worker for a further period of six months in a full time nature (the "**Extended Assignment**") before it Engages the Temporary Worker other than through the Agency.
- 5.3. If the Engagement of the Temporary Worker is for any reason terminated, the Introduction Fee shall remain payable in full by the Client.
- 5.4. The Introduction Fee shall be paid by the Client to the Agency within 30 days of the Engagement of the Temporary Worker by the Client, without any requirement for the Agency to provide written notice.
- 6. TEMPORARY WORKERS**
- 6.1. The Agency shall notify the Client as soon as practicable if it believes that any Temporary Worker is unsuitable for the Assignment or becomes aware of any material matter that indicates that a Temporary Worker is unsuitable for the Assignment (an "**Unsatisfactory Temporary Worker**").
- 6.2. If the Client decides that a Temporary Worker is unsuitable to perform the Assignment:
- (a) where the Assignment is for a period longer than ten days and the Temporary Worker has performed his obligations under the Assignment for longer than ten days, the Client shall give not less than 5 days' prior written notice to the Agency, or if less than 5 days remain until the end of the Assignment, such number of days until the end of the Assignment; or
- (b) where the Assignment is for a period of ten days or less and the Temporary Worker has performed his obligations under the Assignment for not less than one hour, the Client shall give not less than 24 hours' prior written notice to the Agency, in which time the Agency shall use its reasonable endeavours to find a replacement, or if less than 24 hours remain until the end of the Assignment, such amount of time until the end of the Assignment, (the "**Notice Period**").
- 6.3. If the Client notified the Agency of an Unsatisfactory Temporary Worker in accordance with clause 6.2, the Assignment shall terminate at the end of the Notice Period (or, as the case may be, at the end of the Assignment) and the Fees shall be payable up to the date of such termination together with the Fees that have already been incurred by the Agency in respect of that Temporary Worker.
- 6.4. The Client will pay the Agency fees in respect of Temporary Workers as set out in the Quotation or as otherwise agreed between the parties (the "**Fees**"). The Fees comprise the Temporary Worker's pay and holiday pay, employer pension contributions, the Agency's commission, employer's National Insurance contributions and any expenses that will be incurred in connection with the Assignment. The following conditions apply to the Fees:
- (a) they are calculated based on the extent of the work that will be carried out by the Temporary Worker during the Assignment;
- (b) the minimum period of any Assignment shall be one hour;
- (c) where the Temporary Worker is required to work additional hours outside the agreed period in respect of any Assignment ("**Overtime**"), without an agreed extension of the Assignment, the Fees for Overtime shall be charged at a multiple of 1.5 x the rate initially agreed by Client and the Agency (or such other multiple as the parties may agree from time to time).
- (d) no increase in the fees payable by the Client to the Agency may be made without the Client's prior written consent; and
- (e) the Agency reserves the right to require the payment of a deposit in respect of the Fees, such amount to be at the Agency's sole discretion.
- 6.5. The Agency shall invoice the Client for the Fees in respect of the Assignment as follows:
- (a) if the total value of the Assignment (as set out in the Quotation) is more than £0 but less than £500, the Agency shall invoice the Client for the total value of the Assignment on or before the Assignment Date and the Client shall pay the Fees within 14 days of the date of the invoice;

- (b) if the total value of the Assignment (as set out in the Quotation) is not less than £500 but less than £10,000, the Agency shall invoice the Client for 50% of the total value of the Assignment on or before the Assignment Date and the Client shall pay such Fees within 14 days of the date of the invoice. The remaining balance of the Assignment value will be invoiced by the Agency on completion of the Assignment or as otherwise agreed by the Agency and the Client and is payable within 28 days of the date of the invoice unless otherwise agreed by the Agency; and
- (c) if the total value of the Assignment (as set out in the Quotation) is more than £10,000, the Agency shall invoice the Client for 40% of the total value of the Assignment on or before the Assignment Date and the Client shall pay such Fees within 14 days of the date of the invoice. The remaining balance of the Assignment value will be invoiced by the Agency on completion of the Assignment or as otherwise agreed by the Agency and the Client and is payable within 28 days of the date of the invoice unless otherwise agreed by the Agency.
- (d) If an ongoing assignment has variable levels of worker requirements, invoices will be raised bi-weekly for the previous two weeks, payable within 7 days of the date of invoice. If the initial two weeks of work is estimated to be more than £1,000 but less than £5,000, the Agency shall invoice the client £500 to commence the ongoing agreement and is payable within 7 days of the date of the invoice or within 5 days prior to start date; whichever is sooner. The £500 will be deducted from the first bi-weekly invoice raised.
- 6.6. The Agency shall be entitled (but not obliged) to require payment for the Assignment in full prior to the Assignment Date if:
- (a) in the Agency's sole and absolute opinion the Client has a poor credit history or such other circumstances exist to cause the Agency to have the opinion that the Client has a poor credit rating and/or history; or
- (b) the Order is received less than 30 days prior to the Assignment Date.
- 7. FEES AND VAT**
- 7.1. Where applicable, the Agency shall charge VAT to the Client, at the prevailing rate, after the Agency has provided the Client with a VAT invoice.
- 7.2. If the Client fails to make any payment due to the Agency under the Contract by the due date for payment, then, the Client shall pay interest on the overdue amount at the rate of 5% per annum above Barclay's Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 7.3. If the Client fails to make any payment due to the Agency on the due date for payment, the Agency may, at its option and without giving prior notice to the Client, terminate the Contract with immediate effect.
- 7.4. The Client must notify the Agency of any invoices disputed (in good faith) within 7 days of the date of the invoice.
- 8. TERM**
- The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 9 or either party gives to the other party 2 months' notice to terminate.
- 9. CANCELLATION**
- 9.1. The Client may cancel the Assignment in accordance with the provisions of this clause 9.
- 9.2. If the Client cancels the Assignment not less than 4 days prior to the Assignment Date, the Client shall be liable for:
- (a) 50% of the total applicable Fees; and
- (b) all other costs and expenses incurred by the Agency in connection with the Assignment up to the date of termination.
- 9.3. If the Client cancels the Assignment less than 4 days prior to the Assignment Date, the Client shall be liable for:
- (a) 100% of the total applicable Fees; and
- (b) all other costs and expenses incurred by the Agency in connection with the Assignment up to the date of termination.
- 9.4. Any deposit paid by the Client in respect of the Fees shall not be refunded in circumstances where the Assignment is cancelled not less than 4 days prior to the Assignment Date.
- 9.5. Subject to clause 6.2, the Agency or the Client may terminate an Assignment once the Assignment has commenced by giving four weeks' written notice. The Client shall pay all Fees due to the Agency up to the date of termination.
- 9.6. The Agency shall be entitled to deduct or off-set any sums due under this clause from any deposit or Fees that have previously been paid by the Client prior to the Assignment Date.

10. TERMINATION

- Without affecting any other right or remedy available to it, either party may terminate the Contract within immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of these Conditions and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
- (b) if the other party fails to make payment in accordance with clause 7.3;
- (c) the other party repeatedly breaches any of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Conditions;
- (d) either party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) either party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company);
- (g) the other party (being an individual) is the subject of a bankruptcy petition order;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (i) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (j) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (k) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of such;
- (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9(c) to clause 9(j) (inclusive);
- (m) the other party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- (n) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

11. EFFECT OF EARLY TERMINATION

- 11.1. Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 11.2. Termination of the Contract 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 which existed at or before the date of termination.

12. ANNOUNCEMENTS

No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The Client acknowledges and agrees that all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Agency.
- 13.2. The Client acknowledges that in respect of any third party Intellectual Property Rights the Client's use of any such Intellectual Property Rights is conditional on the Agency obtaining a written licence from the relevant licensor on such

- terms as will entitle the Agency to licence such rights to the Client.
- 13.3. The Client acknowledges and agrees that it shall not use any photos, images or video of any Temporary Worker or the Assignment without the Agency's prior written consent. The Agency may charge the Client an additional fee in respect of any use of or transfer of ownership of the Intellectual Property Rights in such photo, image or video.
- 13.4. The Client acknowledges and agrees that the Agency may use the Client's logo as part of any case study or as evidence of any dealings between the Client and the Agency.
- 14. INDEMNITIES AND INSURANCE**
- 14.1. Subject to clause 17, the Agency shall indemnify the Client against all liability, assessment or claim:
- (a) any National Insurance contributions, income tax or other taxation obligations where such liability, assessment, or claim arises or is made in connection with payments made by the Client in respect of any Temporary Worker while provided as such by the Agency to the Client; or
- (b) arising from any such Temporary Worker having at any time claimed or being held or deemed to have been an employee of the Client or been otherwise engaged directly by the Client including any claim for wrongful or unfair dismissal or redundancy payment.
- 14.2. The Agency shall be responsible for deduction and payment of all tax, National Insurance contributions and other taxes and levies in respect of persons employed by the Agency or Temporary Workers and shall keep the Client indemnified against all liability to make such statutory payments that may be suffered or incurred by the Client.
- 14.3. The Agency shall use its reasonable endeavours to procure that Temporary Workers comply with:
- (a) all relevant statutes, 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;
- (b) the Client's health and safety policy whilst the Temporary Workers are on the Client's premises or any of the Client's customers' or suppliers' or agents' (direct or indirect) premises, providing that such has been supplied to the Temporary Worker; and
- (c) a restriction not to disclose any confidential information of the Client or any of the Client's customers or suppliers or agents (direct or indirect), which they may acquire during the course of the Assignment.
- 14.4. During the term of the Contract (and for a period of two years thereafter), the Agency shall maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £2,000,000 and shall on the Client's request, produce both the insurance certificate giving details of the cover and the receipt for the current year's premium.
- 14.5. The provisions of this clause 14 shall survive termination of the Contract.
- 15. CONFIDENTIALITY**
- 15.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 15.2.
- 15.2. Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. 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 15; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 16. DATA PROTECTION COMPLIANCE**
- 16.1. This clause 16 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.
- 16.2. Each party shall comply with all the obligations imposed on a Data Controller under the Data Protection Legislation.
- 16.3. 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 Contract of the nature of such processing. This includes giving notice that, on the termination of this Contract, 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 Contract;
- (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 European Economic Area unless the transferor:
- (i) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and
- (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.
- 16.4. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (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 any Supervisory Authority;
- (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 Contract 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; and
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 16.
- 17. LIMITATION OF LIABILITY**
- 17.1. Nothing in these Conditions shall limit or exclude the Agency's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- (b) fraud or fraudulent misrepresentation.
- 17.2. The Agency shall not be liable under any circumstances for any loss suffered or incurred by the Client as a result of the actions of any Temporary Worker caused by or in connection with any directions given, or requirements of, the Client.
- 17.3. Subject to clause 17.1:
- (a) the Agency shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
- (b) the Agency's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the Fees payable by the Client in the previous 12 months.
- 18. NON-SOLICITATION**
- The Client agrees that it will not either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of 12 months from the expiry of the Contract, solicit or entice away or attempt to entice away or

- authorise the taking of such action by any other person, any agent of the Agency who has worked on the Services provided under the Contract at any time during its term unless approval is obtained in writing from the Agency.
- 19. ASSIGNMENT**
Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 20. NO PARTNERSHIP OR AGENCY**
20.1. Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
20.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 21. ENTIRE AGREEMENT**
21.1. These Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
21.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.
21.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement that is not set out in these Conditions.
21.4. Nothing in this clause shall limit or exclude any liability for fraud.
- 22. THIRD PARTY RIGHTS**
No one other than a party to the Contract shall have any right to enforce any of its terms.
- 23. NOTICES**
23.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
(b) sent by fax to its main fax number; or
(c) sent by e-mail to its main e-mail address from time to time.
23.2. Any notice shall be deemed to have been received:
(a) if delivered by hand, on signature of a delivery receipt;
(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
(c) if sent by fax, at 9.00 am on the next Business Day after transmission.
(d) if sent by e-mail, at 9.00am on the next Business Day after sending.
23.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 24. FORCE MAJEURE**
The Agency shall not be in breach of the Contract nor liable for any cancellation, delay in performing, or failure to perform, any of its obligations, if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 25. SEVERANCE**
25.1. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.
25.2. If one party gives notice to the other of the possibility that any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 26. GOVERNING LAW AND JURISDICTION**
26.1. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
26.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its

subject matter or formation (including non-contractual disputes or claims).