WELFORD
KING
RECRUITMENT

Terms and Conditions

1 The Services

1.1 Welford King Recruitment sources, vets, and introduces Temporary Workers to perform Assignments for Clients as required by that Client's Work Specification (**"the Services"**).

1.2 In providing the Services under this Agreement, WKR acts at all material times as an employment business pursuant to the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

1.3 The Services are provided to the Client on the Terms and Conditions set out in this Agreement, which will be deemed to be accepted when the Client makes a written or verbal request to WKR to source, vet and introduce a Temporary Worker for any Assignment; and they prevail over any other terms put forward by the Client at any time.

2 Definitions

2.1 In these Terms and Conditions:

Affiliate	*means, in relation to a Party, any person that Controls, is Controlled by, or is under common Control with that Party;*
WKR	*SBEC Contract Services Limited, a company registered in England and Wales under company number 16101202, and whose registered office is 66 Paul Street, London, EC2A 4NA*
Agreement	*means the agreement containing these Terms and Conditions;*
Assignment	*means the period during which a Temporary Worker performs services or carries out work for or on behalf of the Client, beginning when the Temporary Worker first reports to the Client to take up duties (or, if earlier, the commencement of such work or services by the Temporary Worker) and ending on the cessation by the Temporary Worker of all such work or services;*
AWR 2010	*means Agency Workers Regulations 2010;*
Claims	*has the meaning given in clause 0;*
Client	*Means any person, firm or company who approaches WKR with a view to sourcing, introducing, or engaging temporary workers through WKR;*
Conduct Regulations 2003	*means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;*
Control	*means, in relation to a Party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that Party, as the case may be;*
Engage(s) (or Engagement or Engaged)	*means the employment or engagement, whether under a contract of service or contract for services, and whether on a permanent or*

	temporary basis, of a Temporary Worker by or on behalf of the Client;
Fee(s)	*the fees payable by the Client to WKR resulting from the introduction of one or more Temporary Worker(s) at the rates notified to the Client from time to time (and in respect of which WKR reserves the right to vary on written notice from time to time)*
HMRC	*means His Majesty's Revenue & Customs*
IR35 rules	*means the off-payroll working rules contained in the Chapters 8 and 10 of Part 2 of ITEPA 2003 as amended from time to time*
ITEPA 2003	*Income Tax (Earnings and Pensions) Act 2003*
Losses	*has the meaning given in clause 0;*
NICs	*means National Insurance contributions;*
Parties	*means WKR and the Client, and 'Party' will mean either one of them;*
Personal Data	*means any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to:* *an identifier such as a name, an identification number, location data or an online identifier, or* *one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;*
Receiving Party	*has the meaning given in clause 0;*
The Services	*means the sourcing, vetting, and introduction of Temporary Workers by WKR for Assignments notified by the Client:*
Relevant Period	*has the meaning given in clause 0;*
SDS	*means a Status Determination Statement made under Chapter 10 of Part 2 of ITEPA 2003;*
Temporary Worker	*means an individual introduced by WKR to the Client for the purpose of carrying out an Assignment, who is engaged through an independent payroll provider, intermediary, umbrella company, limited company or other lawful engagement vehicle, and who works under the supervision, direction and control of the Client during the Assignment.*
Vulnerable Person	*means any person who by reason of age, infirmity, or any other circumstances is in need of care or attention;*
Work Specification	*means the job description together with any particular skills, experience, qualifications or authorisations required of the Temporary Worker to perform a particular Assignment.*

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3 WKR's obligations

3.1 WKR will search for suitable candidates to be placed with the Client as Temporary Workers for an Assignment in accordance with the Client's Work Specification. The Client acknowledges that it may not always be possible for WKR to find and propose a suitable candidate for each Assignment.

3.2 WKR will provide the Client with the following information before any Temporary Worker commences an Assignment. In doing so, WKR may reasonably rely on the information provided to it by the Temporary Worker. Where (for reasons of speed) this information may be provided to the Client orally, it will still be provided in writing within a further three days:

3.2.1 the Temporary Worker's identity;
3.2.2 that the Temporary Worker has the necessary or required experience, training, qualifications and authorisation, including any authorisation required by law or a professional body, to work on the Assignment (and including, where relevant, appropriate and expressly requested by the Client, information provided by a Disclosure and Barring Service criminal records check);
3.2.3 that the Temporary Worker is willing to work on the Assignment; and
3.2.4 the hourly rate of charge for the Temporary Worker inclusive of WKR's Fees.

3.3 Where a Work Specification requires a Temporary Worker to drive motor vehicles, WKR will enquire whether the Temporary Worker is the holder of an appropriate current licence to drive the specified vehicle and provide that information to the Client.

3.4 Where the Temporary Worker is required by law or any professional body to have any qualifications or authorisations to work on an Assignment, or that Assignment entails caring for or attending one or more persons under the age of 18 or any Vulnerable Person, WKR will take reasonably practicable steps to obtain and supply the Client with:

3.4.1 copies of any relevant qualifications or authorisations of the Temporary Worker; and
3.4.2 two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client; and
3.4.3 confirmation that the Temporary Worker is not unsuitable for the Assignment; or
3.4.4 where WKR has been unable to supply all this information, despite reasonable steps to do so, it will provide the Client with details of the steps it has taken to comply with these obligations.

3.5 WKR will keep full and accurate records of the Services including how it has complied with all its obligations under clauses 0, 0 and 0, and will make these available to the Client on request, during the term of this Agreement and for a period of six years thereafter.

4 Tax status and payments to Temporary Workers

4.1 Temporary Workers sourced, vetted and introduced by WKR for an Assignment shall be engaged and paid by the relevant payroll provider or intermediary responsible for their engagement. WKR shall not be responsible for the direct payment of any Temporary Worker and acts solely as an employment business introducing Temporary Workers to the Client.

4.2 Without prejudice to clause **Error! Reference source not found.**, responsibility for the operation of PAYE, NICs, CIS and any other applicable tax treatment, together with all associated reporting and payment obligations to HMRC, shall rest with the payroll provider or intermediary responsible for the engagement of the Temporary Worker. WKR does not operate payroll for Temporary Workers and shall have no responsibility for such deductions or reporting requirements.

4.3 The Client shall remain responsible for making any employment status determinations required by law in relation to an Assignment, including any obligations arising under Chapters 8 and 10 of Part 2 of ITEPA 2003. Where applicable, the Client shall provide any Status Determination Statement ("SDS") and associated information to WKR. WKR shall communicate such information to the relevant payroll provider or intermediary responsible for the engagement of the individual.

5 Fees, time-recording and payment

5.1 The Client will pay WKR the Fees for sourcing, vetting and introducing Temporary Workers for Assignments as set out in the Schedule and including:

5.1.1 the hourly or daily Fees in respect of each Temporary Worker, or such other agreed charging basis as may be agreed in writing between the Parties, for services provided during the Assignment; and

5.1.2 such travel and other expenses as have been agreed by the Parties in advance

5.2 The Temporary Worker will record all the time worked on an Assignment in a timesheet and will make this available for inspection by the Client and WKR. The Client agrees to sign the Temporary Worker's timesheet at the end of every week or when requested to do so, in a timely manner and without delay, as proof of the time worked. A failure to sign on the part of the Client will not negate the Client's liability to pay the Fees. Any disagreements over the accuracy of time recording must be discussed with the Temporary Worker and brought to the attention of WKR

immediately but within 24 hours in any event. The Client may not decline to sign a time sheet on the grounds that it is dissatisfied with the Temporary Worker's work. In cases of unsatisfactory work, the Client must apply the provisions of clause 0.

5.3 WKR will invoice the Client weekly in arrears. The payment of the Fees, travel and other expenses and commission will be made by the Client to WKR within *14* days of the date of WKR's invoice in respect of amounts specified in the invoice.

5.4 Subject to clause 0, if the Client Engages any Temporary Worker directly, or indirectly (other than through WKR), the Client will:

5.4.1 immediately notify the Engagement to WKR; and

5.4.2 pay to WKR an introduction fee calculated in accordance with WKR's rates for such fees in force at the time of the Engagement; or

5.4.3 Elect to continue the Assignment through WKR for an extended hire period of eight weeks on terms no less favourable than those applying immediately prior to the election.

5.5 Subject to clause 0, if the Client effectively introduces (whether directly or indirectly) any Temporary Worker to any third party, including any Affiliate of the Client, and that introduction results in the employment or engagement, whether under a contract of service or contract for services, and whether on a permanent or temporary basis, of the Temporary Worker by that third party, the Client will:

5.5.1 immediately notify WKR of the engagement, including the start date, the role, and pay rates; and

5.5.2 pay to WKR an introduction fee calculated in accordance with WKR's rates for such fees in force at the time of the Engagement.

5.6 Clauses 04 and 05 will not apply if the Temporary Worker is Engaged by the Client, or begins working for the Client pursuant to being introduced by another employment business/agency, or is employed or Engaged by the third party, after the end of the Relevant Period.

5.7 In clause 06, 'Relevant Period' means whichever of the following periods that ends later:

5.7.1 the period of eight weeks commencing on the day after the day on which the Temporary Worker last worked for the Client; or

5.7.2 the period of 14 weeks commencing on the first day on which the Temporary Worker, having been introduced by WKR, worked for the Client. In determining the first day, no

account will be taken of any Assignment prior to a Break Period. A 'Break Period' is a period, which lasts for more than 42 days, during which that Temporary Worker did not work for the Client pursuant to being introduced by WKR.

5.8 All amounts stated are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.

5.9 In the event that the Client fails to pay the amount payable under clause 5.5.2, it shall be liable for WKR's costs and fees to recover such losses on an indemnity basis.

5.10 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then WKR will be entitled:

5.10.1 to charge interest (both before and after any judgment) on the outstanding amount at the rate of *8*% a year above the base lending rate of the Barclays Bank PLC, accruing daily;

5.10.2 to require the Client to pay, in advance, for any The Services, or any part of the Services, which have not yet been performed;

5.10.3 not to perform any further The Services, or any part of the Services; and

5.10.4 to withdraw without notice any Temporary Worker(s) currently Engaged by the Client.

6 The Client's obligations and acknowledgments

6.1 The Client will provide WKR with a Work Specification for each Assignment setting out the skills and experience required of the Temporary Worker and the information which WKR is obliged by law to provide to the Temporary Worker. This includes (but is not limited) to:

6.1.1 the identity of the Client and, if applicable, the nature of the Client's business;

6.1.2 the date on which the Client requires a Temporary Worker to commence work and the duration, or likely duration, of the work;

6.1.3 the position which the Client seeks to fill, including the type of work a Temporary Worker in that position would be required to do;

6.1.4 the location at which and the hours during which the Temporary Worker would be required to work;

6.1.5 the skills needed, including any special skills;

6.1.6 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 a Temporary Worker to possess in order to work on the Assignment;

6.1.7 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

6.1.8 any expenses payable by or to the Temporary Worker;

6.1.9 the minimum rate of remuneration and any other benefits which the Client would offer to a person in the position which it seeks to fill, and the intervals at which the person would be paid;

6.1.10 where applicable, the length of notice which a Temporary Worker in such a position would be required to give, and entitled to receive, to terminate the employment with the Client; and

6.1.11 all information necessary for compliance with AWR 2010 as set out in clause 0.

6.2 The Client warrants that it will:

6.2.1 comply with all obligations, duties and regulations, whether statutory or otherwise including those relating to the place, nature or system of work, in any way arising from or directly or indirectly connected with the services rendered by a Temporary Worker;

6.2.2 assist WKR in complying with WKR's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by WKR; and

6.2.3 do nothing to cause WKR to be in breach of its obligations under the Working Time Regulations 1998, and where the services of a Temporary Worker are required or may be required for more than 48 hours in any week, notify WKR of this requirement before the commencement of that week.

6.3 The Client agrees that (unless expressly agreed otherwise in writing between the Parties) each Temporary Worker will be treated as if they are the employee of the Client throughout the duration of the Assignment and undertakes to exercise all appropriate supervision, direction and control over the manner, time and place in which each Temporary Worker carries out their work for the Client.

6.4 The Client acknowledges that where a Temporary Worker introduced by WKR is required to drive vehicles as part of an Assignment, the Client warrants and undertakes that it is the holder of any valid operator's licence required for those activities and shall:

6.4.1 take all necessary steps to ensure that each Temporary Worker complies with all applicable road transport legislation;

6.4.2 take all steps that may be required by law in relation to the insurance, maintenance and safety of vehicles, and in particular:

(a) satisfy itself that the vehicles are roadworthy and properly maintained, and

(b) in no circumstances require the Temporary Worker to check such matters; and

6.4.3 control the driving duties of each Temporary Worker, their journeys and hours of work and comply with all statutory duties in relation to the Temporary Worker's driving duties and to driving licences, tachographs and logbooks.

6.5 The Client acknowledges and agrees that:

6.5.1 Temporary Workers introduced by WKR are engaged by independent payroll providers, intermediaries, umbrella companies or other lawful engagement vehicles and are not employees of WKR. The contractual relationship for the Temporary Worker rests with the relevant payroll provider or intermediary and not with WKR.

6.5.2 unless expressly agreed otherwise by the Parties, Temporary Workers introduced by WKR are deemed to be under the supervision, direction and control of the Client from the time when they report to the Client to take up their duties until their Assignment ends;

6.5.3 the Client is responsible for all acts, errors and omissions, whether wilful, negligent or otherwise, as if the Temporary Worker was the Client's employee;

6.5.4 the Client will in all respects comply with all statutes, byelaws and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the Working Time Regulations 1998 and the Health and Safety at Work Act 1974;

6.5.5 the Client will provide adequate employer’s and public liability insurance cover for the Temporary Worker during all Assignments;

6.5.6 if the Client reasonably considers the Temporary Worker to be unsatisfactory, it will make a complaint to WKR by telephone and confirm it in writing within one day of the finding, but will not have the right to withhold from WKR payment of any Fee due.

6.6 The Client will:

6.6.1 verify to WKR at the beginning of the Assignment that the Temporary Worker is suitable for the purposes for which the Temporary Worker is required and that they have the capability to carry out the duties required, including the operation of any machinery or vehicles;

6.6.2 be responsible for obtaining any certificate of sponsorship or permit needed to enable the Temporary Worker to work in the United Kingdom and for ensuring that the Temporary Worker satisfies any medical requirements or other qualifications that may be appropriate or required by law;

6.6.3 inform WKR immediately if it becomes aware of any circumstances which would render any Assignment detrimental to the interests of the Temporary Worker or the Client.

7 Compliance with AWR 2010

7.1 The Client and WKR will both comply with all the requirements of AWR 2010, and where relevant, will ensure that any Temporary Worker or Affiliate will also comply.

7.2 Before the start of each Assignment (regardless of whether that Assignment is to last for more or for less than 12 weeks) the Client will confirm to WKR, in writing, the relevant terms and conditions relating to pay, the duration of working time, night work, rest periods, rest breaks and annual leave (as defined in Regulation 6 of AWR 2010) of any employees (or workers) working for and under the supervision and direction of the Client and engaged in the same or broadly similar work as that for which the Temporary Worker is required in respect of that Assignment having regard, if relevant, to whether they have a similar level of qualification and skills.

7.3 The Client agrees that it will:

7.3.1 comply, within *seven* days, to any written request to provide WKR with the information specified in Regulation 14(3)(a) of AWR 2010, in particular: a) the number of Temporary Workers that it is currently supplying to the Client; b) the parts of the Client's undertaking in which those Temporary Workers are working; and c) the type of work those Temporary Workers are carrying out;

7.3.2 not allow any Temporary Worker to undertake any work other than that which has been specified in the corresponding Work Specification;

7.3.3 insofar as it lies within the Client's power to do so, ensure that the Temporary Worker receives any rights in relation to basic working and employment conditions to which they are entitled under Regulation 5 of AWR 2010;

7.3.4 ensure that, unless less favourable treatment is justified on objective grounds, the Temporary Worker is treated no less favourably than a comparable worker in relation to the collective facilities and amenities provided by the Client (as these terms are defined in AWR 2010);

7.3.5 ensure that during the Assignment the Temporary Worker is informed of any relevant vacant posts with the Client to give the Temporary Worker the same opportunity as a comparable worker to find permanent employment with the Client;

7.3.6 do nothing to cause WKR to be in breach of its obligations under AWR 2010.

8 Diversity, equality and inclusion

8.1 WKR actively promotes equality of opportunity for all, and seeks to prevent unlawful discrimination or harassment because of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex and/or sexual orientation (**protected characteristics**).

8.2 WKR is an equal opportunities employer and is committed to selecting Temporary Workers according to skills and experience and does not select or exclude any person based on any protected characteristic.

8.3 The Client agrees that it will at all times treat all Temporary Workers with due respect and dignity and in particular must take all steps within its control to avoid any unlawful discriminatory treatment of each of them.

8.4 The Client will not request WKR to discriminate against, de-select, disadvantage, or in any way favour any person based on a protected characteristic unless it can be reasonably seen to be a genuine occupational requirement for that Assignment.

9 Termination of an Assignment

9.1 The Client or WKR or the Temporary Worker may terminate an Assignment by providing one weeks' written notice.

9.2 The Client undertakes to properly supervise the Temporary Worker to ensure that the Temporary Worker works to the standards that the Client expects. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client will notify WKR as set out in clause 0, and may request that WKR then terminate the Assignment and instruct the Temporary Worker to leave the Assignment immediately.

9.3 WKR will notify the Client without delay on the same day, or in any event on the next business day, if it receives information which gives it reasonable grounds to believe that a Temporary Worker introduced to the Client is unsuitable for the Assignment, and will take all reasonable steps to procure the immediate termination of the Assignment.

9.4 WKR will instruct each Temporary Worker to deliver to the Client, on the termination of an Assignment or at any time during it, all documents, equipment, passwords, keys, papers, materials and other property (including any copies) belonging to or relating to the business of the Client which may be in the Temporary Worker's possession.

9.5 If the Client breaches any of these Terms and Conditions, WKR may withdraw, without notice, any Temporary Workers introduced without incurring any liability to the Client.

10 Confidentiality

10.1 Each Party (**Receiving Party**) will keep the confidential information of the other Party (**Supplying Party**) confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose of and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 0, and ensure that the Receiving Party's officers, employees and agents meet the obligations.

10.2 The obligations of clause 0 will not apply to any information which:

10.2.1 was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;

10.2.2 is, or becomes, publicly available through no fault of the Receiving Party;

10.2.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

10.2.4 was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or

10.2.5 is required to be disclosed by order of a court of competent jurisdiction.

10.3 The obligations set out in this clause will survive termination of this Agreement for a period of 2 years.

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11 Data protection

11.1 The parties will comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and/or other applicable data protection legislation.

12 Warranties, liability and indemnities

12.1 While WKR will make reasonable efforts to ensure reasonable standards of skills, integrity and reliability in Temporary Workers and to comply with the Work Specification, the Client accepts and agrees that WKR gives no warranty as to the suitability of any Temporary Worker for any Assignment.

12.2 WKR confirms that, in supplying any Temporary Worker to the Client, it is not aware of anything which will cause any detriment to the interests of that Temporary Worker or the Client if the Temporary Worker fulfils the Assignment.

12.3 Each Party undertakes, warrants and represents that it will comply with the Modern Slavery Act 2015 (**MSA 2015**): and neither Party nor any of its officers, employees, agents, Affiliates or Temporary Workers has committed an offence under MSA 2015 or is aware of any circumstances for itself or within its supply chain that could give rise to an investigation relating to an alleged MSA 2015 offence or prosecution. Any breach of this clause by the Client will be deemed a material breach of this Agreement and will entitle WKR to terminate the Agreement and demand full payment under it.

12.4 Each Party warrants that, in connection with the performance of this Agreement, it will not make or receive any bribe (which term will be construed in accordance with the Bribery Act 2010) or other improper payment or advantage or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere. Any breach of this clause by the Client will be deemed a material breach of this Agreement that is not remediable and will entitle WKR to immediately terminate this Agreement and demand full payment under it.

12.5 Neither WKR nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of a Temporary Worker to the Client or with any failure by WKR to introduce or supply a Temporary Worker for all or part of any period booked by the Client (except that in the latter case the Client may be entitled to a reduction or cancellation of the Fee payable), unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of WKR. In particular, but without limitation, WKR will not be liable for any loss, injury, damage, expense or delay arising from, or in any way connected with:

12.5.1 any failure of the Temporary Worker to meet the Client's requirements for all or any of the purposes for which the Temporary Worker is required by the Client; or

12.5.2 any act or omission of a Temporary Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

12.5.3 any loss, injury, damage, expense or delay suffered by a Temporary Worker.

12.6 Except in the case of death or personal injury caused by WKR's negligence, the liability of WKR under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Fee(s) paid or due to be paid by the Client to WKR under this Agreement. WKR will not be liable for any matter not reported to it within 24 hours of its occurrence. The provisions of this clause 0 will not apply to clause 0.

12.7 Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 0 will not apply to clause 0.

12.8 The Client will indemnify and hold harmless WKR from and against all Claims and Losses arising from loss, damage, liability, injury to WKR, its employees and third parties, by reason of or arising out of:

12.8.1 any loss, injury, expense or delay suffered or incurred by a Temporary Worker, however caused; and/or

12.8.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Temporary Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and/or

12.8.3 any loss, injury or delay suffered or incurred by WKR as a result of any act or omission of the Client

that arises directly or indirectly out of or is in any way connected with the relevant Assignment, any information supplied by the Client to WKR or the Client's breach of these Terms and Conditions. 'Claims' will mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' will mean all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

12.9 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this

Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

13 Termination of this Agreement

13.1 This Agreement will continue indefinitely until terminated by either party giving the other *90* days' notice. Nothing in this Agreement provides exclusivity to either Party in the provision of The Services. Nothing in this Agreement obliges the Client to provide any request for The Services to WKR, or for WKR to fulfil any request to supply Temporary Workers for any particular Assignment.

13.2 Either Party may terminate this Agreement, at any time, on written notice (that will take effect as specified in the notice) to the other Party (**Other Party**):

13.2.1 if the Other Party is in material breach of its obligations under this Agreement which is not remediable; or

13.2.2 if the Other Party passes a resolution for its winding up or for the appointment of an administrator, a liquidator or administrator is appointed or a winding up order is made in relation to the Other Party (other than in circumstances of a solvent amalgamation or reconstruction), a receiver or administrative receiver is appointed in relation to the Other Party or its assets, the Other Party has a freezing order made against it or becomes insolvent, or becomes subject to a moratorium or a company voluntary arrangement under the Insolvency Act 1986 or a restructuring plan under Part 26A of the Companies Act 2006 or the Other Party makes any arrangement or composition with or for the benefit of its creditors or takes or suffers any similar or analogous action in consequence of debt, or one Party reasonably believes that the Other Party will not be able to pay its debts when they fall due.

13.3 On termination of this Agreement, the Client will pay for all The Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by WKR for the performance of the Services prior to the date of termination.

14 General

14.1 Force majeure

Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party in

writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

14.2 Amendments

No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.

14.3 Assignment

Neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party, save where a Party transfers all of its business and the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

14.4 Entire Agreement

This Agreement contains the whole agreement between the Parties in respect of the Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

14.5 Waiver

No failure or delay by WKR in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

14.6 Agency, partnership, etc

This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

14.7 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

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14.8 Announcements

No Party will issue or make any public announcement or disclose any information regarding this Agreement without the prior approval of the Other Party, unless disclosing such information is necessary to comply with any applicable law or the regulations of a recognised stock exchange.

14.9 Interpretation

In this Agreement unless the context otherwise requires:

14.9.1 words importing any gender include every gender;

14.9.2 words importing the singular number include the plural number and vice versa;

14.9.3 words importing persons include firms, companies and corporations and vice versa;

14.9.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

14.9.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

14.9.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

14.9.7 the headings to the clauses and paragraphs of, and schedules to, this Agreement are not to affect the interpretation;

14.9.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

14.9.9 where the word ‘including’ is used in this Agreement, it will be understood as meaning ‘including without limitation’.

15 Applicable law and jurisdiction

15.1 The validity, construction and performance of this Agreement is governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

WELFORD
KING
RECRUITMENT

16 Third parties

16.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.