

Terms of business for the introduction and supply of candidates

1. DEFINITIONS

1.1. In these Terms the following definitions apply:

"Cancellation Fee" means the fee payable by the Client to Randstad when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer and which is calculated in accordance with clause 3.14;

"Candidate" means the person Introduced by Randstad to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of Randstad's own staff;

"Client" means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is Introduced;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as amended);

"Data Protection Laws" means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force relating to the protection and transfer of personal data;

"Engagement" means the engagement, employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a personal services company of which the Candidate is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"Introduction" means (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to Randstad to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and "Introduces" and "Introduced" shall be construed accordingly;

"Introduction Fee" means the fee payable by the Client to Randstad for an Introduction resulting in an Engagement calculated in accordance with clause 3.3;

"Randstad" means Randstad Public Services Limited (registered company no. 2462482) whose registered office is at 450 Capability Green, Luton, Bedfordshire, LU1 3LU, trading as Randstad Care and Randstad Education;

"Remuneration" includes gross base salary or fees (for the avoidance of doubt if the role is part time and / or based upon an academic year, the gross base salary or fees will not be adjusted for the purposes of calculating salary banding), guaranteed and/or anticipated bonus and commission earnings, allowances (including but not limited to travel and living accommodation allowances), profit share, overseas premiums, travel inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments which are agreed at the commencement of the Engagement between the Candidate and the Client or any third party. Where the Client provides a company car, a notional amount of £4,000 will be added to the salary in order to calculate Randstad's fees;

"Vulnerable Person" means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

"Type of Work" means any work to be undertaken for the Client or Client's Group; and "Working Time Regulations" means the Working Time Regulations 1998.

1.2. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These terms of business ("the Terms") constitute the contract between Randstad and the Client for recruitment services, specifically the Introduction of permanent or contract staff (to be engaged directly by the Client), this may include sourcing, shortlisting and screening (the "Services") and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction. In the event that Randstad Introduces the same Candidate as another employment agency Randstad shall be entitled to the Introduction Fee unless the Client can evidence that the other employment agency made the introduction first.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed by the parties in writing, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of Randstad and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2.4. Randstad acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when introducing Candidates to the Client for direct Engagement by that Client.

3. NOTIFICATION AND FEES

3.1. The Client agrees to:

3.1.1. notify Randstad immediately of the terms of any offer of an Engagement which it makes to the Candidate;

3.1.2. notify Randstad immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to Randstad of the Remuneration agreed with the Candidate together with any documentary evidence as requested by Randstad; and

- 3.1.3. pay the Introduction Fee, to be calculated in accordance with the provisions of this clause 3, by the due date for payment in clause 3.11.
- 3.2. The Introduction Fee calculated in accordance with clause 3.3 below is payable if the Client Engages the Candidate within the period of 9 calendar months from the date of
 (a) the Introduction,
 (b) the Client's withdrawal of an offer of Engagement or (c) the Candidate's rejection of an offer of an Engagement (whichever is the later).
- 3.3. The Introduction Fee is calculated as a percentage of the annual Remuneration applicable during the first 12 months of the Engagement according to the following scale:

Remuneration (£)	Introduction fee %
Up to and including 35,000	25
35,001 and above	30

The minimum Introduction Fee payable under these Terms is £1,000.
 For the avoidance of doubt if the role is part time and / or based upon an academic year the Remuneration banding shall still be based upon the full time equivalent.

- 3.4. Where the actual Remuneration is not known, Randstad will charge an Introduction Fee calculated in accordance with clause 3.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to Randstad by the Client and/or comparable positions in the market generally.
- 3.5. Where prior to the commencement of the Engagement Randstad and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply as a percentage of the annual Remuneration as follows:

Fixed term contracts of more than 6 months

Remuneration (£)	Introduction fee % to be applied pro rata
Up to and including 35,000	25
35,001 and above	30

Fixed term contracts up to (and including) 6 months

Remuneration (£)	Introduction fee % to be applied pro rata
Up to and including 35,000	30
35,001 and above	35

EXAMPLE: For a fixed term Engagement of 5 months with annual Remuneration of £30,000 the Transfer Fee is calculated as follows:

$$30,000 \times 0.30 = 9,000$$

$$9,000/12 = £750 \text{ per month } 750 \times 5 \text{ months} = £3,750$$

This Introduction Fee is subject to the Client Engaging the Flex-worker for the agreed fixed term.

- 3.6. If the Client; (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 12 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee in accordance with Clause 5 based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 3.3 had the Candidate first been Engaged for 12 months or more.
- 3.7. The Client's obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 3.8. If the Client wishes to appeal against Randstad's invoice it must do so in writing within 7 days from the date of the invoice. After this period the Client shall have no right of appeal.
- 3.9. If Randstad incurs any costs in recovering any overdue payment from the Client (including the full costs of legal representation and proceedings, judicial or otherwise) the Client shall reimburse those costs in full.
- 3.10. Randstad shall have the right to set off any sums that Randstad may from time to time owe to the Client against any sums owed by the Client under these Terms.
- 3.11. The Introduction Fee shall be payable within 14 days of the date of Randstad's invoice which shall be rendered once the Candidate commences the Engagement.
- 3.12. VAT is charged at the standard rate on all fees.
- 3.13. Randstad reserves the right to charge interest and compensation for costs incurred. Interest shall be charged under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.14. If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it prior to the Candidate accepting the Engagement, the Client shall be liable to pay Randstad a Cancellation Fee of £200 plus VAT.
- 3.15. In the event that any Randstad staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by Randstad or within 3 months of leaving Randstad, the Client shall be liable to pay an Introduction Fee to Randstad calculated in accordance with clause 3.3.

4. REBATES

- 4.1. If, after the Engagement commences the Engagement is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 8 weeks from the date of commencement of the Engagement then subject to the terms of clause 4.2:
- 4.1.1. a rebate of 75% will be made against the Introduction Fee if the Engagement terminates within 4 weeks; or
- 4.1.2. a rebate of 25% will be made against the Introduction Fee if the Engagement terminates between 5-8 weeks.
- For the avoidance of doubt, no rebates will be due after the 8th week of Engagement.
- 4.2. In order to qualify for the rebate set out in clause 4.1, the Client must:
- 4.2.1. be and have been in full compliance with the provisions of clause 3.1; and
- 4.2.2. notify Randstad in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement.

- 4.3. For the purposes of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working for the Client, or where this is earlier than the end of the Candidate's notice period the date their notice period would have ended but for any period of garden leave or payment in lieu of notice, whichever is the later.
- 4.4. In circumstances where clauses 3.5 or 3.6 apply, the full Introduction Fee is payable and there shall be no entitlement to a rebate.
- 4.5. If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 10 calendar months from the date of termination then the rebate shall be repaid to Randstad. The Client shall not be entitled to any further rebates in relation to the re-Engagement of this Candidate.

5. INTRODUCTIONS TO THIRDPARTIES

Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a "Third Party Introduction". If that Third Party Introduction results in an Engagement of the Candidate by the third party within 9 months of Randstad's Introduction of the Candidate to the Client, then the Client will be liable to Randstad for payment of an Introduction Fee in accordance with clause 3. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 4 in any circumstances.

6. SUITABILITY CHECKS

- 6.1. Randstad endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:
- 6.1.1. ensure that it would not be detrimental to the interests of either the Client or the Candidate;
- 6.1.2. ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body;
- 6.1.3. confirm that the Candidate is willing to work in the position;
- 6.1.4. obtain confirmation of the Candidate's identity and that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary for the position.
- 6.2. Notwithstanding clause 6.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
- 6.2.1. taking up any references provided by the Candidate before Engaging the Candidate;
- 6.2.2. checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
- 6.2.3. the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
- 6.2.4. satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.
- 6.3. To enable Randstad to comply with its obligations under 6.1 above the Client undertakes to provide to Randstad details of the position which the Client seeks to fill, including the following:
- 6.3.1. the type of work that the Candidate would be required to do;
- 6.3.2. the location and hours of work;
- 6.3.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
- 6.3.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
- 6.3.5. the date the Client requires the Candidate to commence the Engagement;
- 6.3.6. the duration or likely duration of the Engagement;
- 6.3.7. the minimum rate of Remuneration, expenses and any other benefits that would be offered;
- 6.3.8. the intervals of payment of Remuneration; and
- 6.3.9. the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.
- 6.4. Where the Candidate is Introduced for a position which involves working with, caring for or attending a Vulnerable Person Randstad shall, in addition to the obligations in clause 6.1, take reasonably practicable steps to:
- 6.4.1. obtain confirmation of the Candidate's identity;
- 6.4.2. obtain confirmation that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
- 6.4.3. obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If Randstad has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

For the avoidance of doubt if Randstad has any concerns about the nature of any client requirements not being compliant with legislation such requirements will be disregarded when determining which Candidates to introduce.

7. INFORMATION TO BE PROVIDED

In the case of a position which involves working with Vulnerable Persons, when Randstad Introduces a Candidate to the Client Randstad shall inform the Client that they have obtained confirmation of the matters set out in clause 6.4.1 and 6.4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following the Introduction. This clause will not apply where the Candidate is being Introduced for an Engagement which is the same as one in which the Candidate has worked within the previous 5 business days and such information has already been given to the Client.

8. CONFIDENTIALITY AND DATAPROTECTION

All information relating to a Candidate is confidential and subject to Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by applicable Data Protection Laws. In addition, information relating to Randstad's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

9. FORCE MAJEURE

Neither party shall have any liability to the other for delay or loss occasioned by war, strike, lockout, industrial dispute, fire, illness, or any other circumstance which is outside of their reasonable control.

10. LIABILITY

10.1. Randstad shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation which may be suffered or incurred by the Client arising from or in any way connected with:

- 10.1.1. Randstad seeking a Candidate for the Client; and / or
- 10.1.2. the Introduction to or Engagement of any Candidate by the Client; and / or
- 10.1.3. the failure of Randstad to introduce any Candidate(s).

unless such loss has been suffered as a direct result of Randstad's negligence in the provision of the Services.

10.2. Both parties do 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 by law.

10.3. Subject to clause 10.2, both parties total liability for all loss, liability, expenses, damages or claims to the Client (for all causes including but not limited to contract, tort, indemnity, strict or statutory authority or otherwise) shall, per event, not exceed the net Introduction Fee paid or payable by the Client to Randstad in respect of the Candidate to whom the claim relates and either party's total aggregate liability shall not exceed £100,000 per calendar year. This liability cap shall not apply in relation to Introduction Fees which are payable by the Client. In no event shall either party be liable for any indirect, incidental, consequential (including loss of profit), exemplary, special, or punitive damages or expenses or lost profits under or in connection with these Terms.

11. TERMINATION

11.1. These Terms may be terminated with immediate effect by either party if:

- a) a resolution is passed or an order is made for the winding up of the other party or the other party becomes subject to an administrative order or an administrator, receiver or administrative receiver is appointed over or all or part of the other's undertakings and assets; or
- b) that other party ceases or threatens to cease to carry on its business or is unable to pay its debts or becomes insolvent (within the meaning of the Insolvency Act 1986) or makes or proposes to make any arrangement or composition with its creditors.

11.2. These Terms may be terminated for convenience by either party giving not less than 90 days prior written notice to the other party.

12. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered by post to the postal address of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, or by email. Any such notice shall be deemed to have been served: if by post 48 hours following posting; and if by email when that email is sent.

13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of the Client

Print name: _____

Date: _____

I confirm that I am authorised to sign these Terms on behalf of the Client.

Please note that even if these Terms are unsigned Randstad would rely on clause 2.1 in relation to acceptance of these Terms.

Terms Of Business For The Supply Of Temporary Workers

1. DEFINITIONS

In these terms ("Terms") the following definitions apply:

"Agency Workers Regulations"	means the Agency Workers Regulations 2010 or the Agency Workers (Northern Ireland) Regulations 2011 (as appropriate);
"Assignment"	means the period during which the Temporary Worker is supplied by Randstad to provide services to the Client;
"AWR Claim"	means any claim or potential claim by the Temporary Worker against the Client and/or Randstad for any breach of the Agency Workers Regulations;
"Booking Confirmation"	means written confirmation of the Assignment details agreed with the Client prior to commencement of the Assignment. This document may also be referred to as Assignment Confirmation;
"Calendar Week"	means any period of seven days starting with the first day of the relevant Assignment;
"Charges"	means the total amount payable for each Temporary Worker's services calculable in accordance with clause 5.1.
"Client"	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Temporary Worker is Introduced;
"Client's Group"	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
"Comparable Employee"	means an employee (or directly recruited temporary worker) of the Client who (a) works for and under the supervision of the Client and is engaged in the same or broadly similar work as the Temporary Worker having regard, where relevant, to whether the employee (or directly recruited temporary worker) and the Temporary Worker have a similar level of qualification and skill; and works or is based at the same establishment as the Flex associate or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.
"Conduct Regulations"	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as amended);
"Control"	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
"Data Protection Laws"	means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force relating to the protection and transfer of personal data;
"Engagement"	means the engagement, employment or use of the Temporary Worker by the Client or by any third party to whom the Temporary Worker has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a corporate body of which the Temporary Worker is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
"Extended Period of Hire"	means the Client's option to continue to hire the Temporary Worker for a period of 26 weeks beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
"Introduction"	means (i) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; or (ii) the Client's interview of a Temporary Worker (in person or by telephone or by any other means), following the Client's instruction to Randstad to supply a Temporary Worker; or (iii) the supply of a Temporary Worker; and "Introduces" and "Introduced" shall be construed accordingly;
"Maternity Grounds"	means the ending of the supply of a Temporary Worker in consequence of action taken pursuant to regulation 16A(2) or 17(A) of the Management of Health and Safety at Work Regulations 1999 or regulation 20 of the Conduct Regulations.

“Qualifying Period”	means 12 Calendar Weeks during which the Temporary Worker works in the same role with the Client during one or more Assignments, and as further defined in regulation 7 of the Agency Workers Regulations;
“Randstad”	means Randstad Public Services Limited (registered company no. 2462482) whose registered office is at 450 Capability Green, Luton, Bedfordshire, LU1 3LU, trading as Randstad Care and Randstad Education;
“Relevant Period”	means the later of (a) the period of 8 weeks commencing on the day after the last day on which the Temporary Worker worked for the Client having been supplied by Randstad; or (b) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for the Client having been supplied by Randstad or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
“Relevant Terms and Conditions”	means terms and conditions relating to: pay; the duration of working time; night work; rest periods; rest breaks; and 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) any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;
“Salary”	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 and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services provided to or on behalf of the Client or any third party;
“Temporary Worker”	means the individual who is engaged by Randstad and Introduced by Randstad to provide services to the Client;
“Transfer Fee”	means the fee payable in accordance with clause 7 of these Terms and Regulation 10 of the Conduct Regulations;
“Vulnerable Person”	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1 These Terms together and any applicable Booking Confirmation (“Terms”) constitute the contract between Randstad and the Client for recruitment services; this may include sourcing, shortlisting, screening, contracting with and payment of Temporary Worker(s) for Assignment(s) (the “Services”). These Terms are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker, or the passing of any information by the Client about a Temporary Worker to any third party following an Introduction.
- 2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of Randstad, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Client or Randstad.
- 2.3 Subject to Clause 5.3 no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of Randstad and the Client and are set out in writing and a copy of the varied Terms is held by both parties stating the date on or after which such varied Terms shall apply.
- 2.4 Randstad shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Temporary Workers for Assignments with the Client.
- 2.5 In the event that Randstad Introduces the same Candidate as another employment business Randstad shall be entitled to the Introduction Fee unless the Client can evidence that the other employment business made the introduction first.

3. CLIENT OBLIGATIONS

- 3.1 To enable Randstad to comply with its obligations under the Conduct Regulations the Client undertakes to provide to Randstad details of the position which the Client seeks to fill, including the following:
- 3.1.1 the type of work that the Temporary Worker would be required to do;
 - 3.1.2 the location and hours of work;
 - 3.1.3 the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Temporary Worker to possess in order to work in the position;
 - 3.1.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 3.1.5 the date the Client requires the Temporary Worker to commence the Assignment;
 - 3.1.6 the duration or likely duration of the Assignment;
 - 3.1.7 the minimum rate of pay, expenses and any other benefits that would be offered.
- 3.2 The Client will assist Randstad in complying with Randstad’s duties under the Working Time Regulations 1998 (as amended) by supplying any relevant information about the Assignment requested by Randstad and the Client will not do anything to cause Randstad to be in breach of its obligations under these Regulations. If the Client requires the services of a Temporary Worker for more than 48 hours in any week during the course of an Assignment, the Client must notify Randstad of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Client requires the Temporary Worker to work in excess of 48 hours.
- 3.3 The Client shall not allow any Temporary Worker to use any motor vehicle or mechanised equipment unless that Temporary Worker is comprehensively insured by the Client against all risks and the Client hereby indemnifies Randstad against any actions, claims, costs, expenses, damages and liabilities resulting from breach of this provision.
- 3.4 The Client shall provide such personal protective equipment (“PPE”) and clothing necessary to ensure the health, safety and welfare of the Temporary Worker without charge to Randstad.
- 3.5 The Client will comply with its obligations under Regulations 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.

- 3.6 To enable Randstad to comply with its obligations under the Agency Workers Regulations, the Client undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at Randstad's request:
- 3.6.1 to inform Randstad of any Calendar Weeks in which the relevant Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
 - 3.6.2 if, the Temporary Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Client via any third party during the relevant Assignment, to provide Randstad with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by Randstad;
 - 3.6.3 to inform Randstad if, the Temporary Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - 3.6.3.1 completed two or more assignments with the Client;
 - 3.6.3.2 completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group and/or worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.
 - 3.6.4 save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
 - 3.6.4.1 provide Randstad with written details of the basic working and employment conditions the Temporary Worker would be entitled to for doing the same job if the Temporary Worker had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
 - 3.6.4.2 inform Randstad in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
 - 3.6.4.3 if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide Randstad with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and
 - 3.6.4.4 inform Randstad in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
 - 3.6.4.5 provide Randstad with written details of its pay and benefits structures and appraisal processes and any variations of the same.
- 3.7 For the purpose of awarding any bonus to which the Temporary Worker may be entitled under the Agency Workers Regulations, the Client will:
- 3.7.1 integrate the Temporary Worker into its relevant performance appraisal system;
 - 3.7.2 assess the Temporary Worker's performance;
 - 3.7.3 provide Randstad with copies of all documentation relating to any appraisal of the Temporary Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
 - 3.7.4 provide Randstad with all other assistance it may request in connection with the assessment of the Temporary Worker's performance for the purpose of awarding any bonus.
- 3.8 The Client will comply with all Randstad's requests for information and any other requirements to enable it to comply with the Agency Workers Regulations.
- 3.9 The Client warrants that:
- 3.9.1 all information and documentation supplied to Randstad in accordance with clauses 3.6, 3.7 and 3.8 is complete, accurate and up-to-date; and
 - 3.9.2 it will, during the term of the relevant Assignment, immediately inform Randstad in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.6, 3.7 and 3.8;
- 3.10 The Client shall inform Randstad in writing of any:
- 3.10.1 oral or written complaint the Temporary Worker makes to the Client which is or may be a complaint connected with rights under the Agency Workers Regulations; and/or
 - 3.10.2 written request for information relating to the Relevant Terms and Conditions that the Client receives from the Temporary Worker as soon possible but no later than 7 (seven) calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Client and the Client will take such action and give such information and assistance as Randstad may request, and within any timeframe requested by Randstad, in order to resolve any such complaint or to provide any such information in a written statement to the Temporary Worker within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Client will provide Randstad with a copy of any such written statement.
- 3.11 In the event that an Assignment is ended on Maternity Grounds the Client will continue to pay Randstad the Charges for the original intended duration or likely duration, whichever is the longer, of the Assignment which ended when the supply of the Temporary Worker was ended on Maternity Grounds.

4. TIMESHEETS

- 4.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) the Client shall approve Randstad's timesheet verifying the number of hours worked by the Temporary Worker during that week or alternatively provide confirmation of the hours worked.
- 4.2 Approval of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to approve a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform Randstad as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Randstad to enable Randstad to establish what hours, if any, were worked by the Temporary Worker. Failure to approve the timesheet does not absolve the Client of its obligation to pay the Charges in respect of the hours worked.
- 4.3 The Client shall not be entitled to decline to approve a timesheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In the event that the Client is dissatisfied with the Temporary Worker the provisions of clause 9.1 below shall apply.

5. CHARGES

- 5.1 The Client agrees to pay Randstad's Charges as notified to and agreed with the Client. The Charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise the following:
 - 5.1.1 the Temporary Worker's hourly rate of pay;
 - 5.1.2 an amount equal to any statutory leave to which the Temporary Worker is entitled and which is accrued during the course of an Assignment;
 - 5.1.3 employer's National Insurance contributions;
 - 5.1.4 any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable; and
 - 5.1.5 Randstad's commission, which is calculated as a percentage of the Temporary Worker's hourly rate.
- 5.2 Unless agreed otherwise between the Parties in writing, hours worked in excess of 37.5 hours per week and Saturday hours will be charged at time and one half. Sundays and Bank

Holidays will be charged at double time.

- 5.3 Randstad reserves the right to vary the Charges agreed with the Client, by informing the Client in writing:
- 5.3.1 in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations, Apprenticeship Levy, National Minimum Wage, Working Time Regulations; and/or
- 5.4 if there is any variation in the Relevant Terms and Conditions. The Charges are invoiced to the Client on a weekly basis and are payable within 14 days of the date of the invoice. VAT is payable at the applicable rate on the entirety of these Charges.
- 5.5 Randstad reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 5.6 No refunds are payable in respect of the Charges.
- 5.7 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.
- 5.8 The Client agrees that payments made directly to Temporary Workers or advance payments to Temporary Workers are not permitted and shall not form grounds for discharge or redemption of the Charges.
- 5.9 If the Client wishes to appeal against Randstad's invoice, the Client must do so in writing within seven days from the date of invoice. After this period no claim will be processed and the Client shall not have a right of appeal.
- 5.10 Should Randstad incur any costs in recovering any overdue payment from the Client (including the full costs of legal representation and proceedings, judicial or otherwise), the Client shall pay those costs in full. Sums payable in accordance with this clause 5 shall become due, without need for further proof, when either legal representation is called upon or the claim is referred for debt collection.
- 5.11 In addition to the Charges, the Client will pay Randstad an amount equal to any bonus that the Client awards to the Temporary Worker in accordance with clause 3.7 immediately following any such award and Randstad will pay any such bonus to the Temporary Worker.
- 5.12 By accepting these terms the Client warrants that it has complied with any purchase order system it may have from time to time. For the avoidance of doubt in the event that a PO is not provided on the invoice this shall not be a reason for payment to be delayed or refused by the Client.

6. PAYMENT OF THE TEMPORARY WORKER

Randstad is responsible for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and for payment of statutory maternity/paternity pay and holiday.

7. TRANSFER FEES

- 7.1 The Client shall be liable to pay a Transfer Fee if the Client Engages a Temporary Worker Introduced by Randstad, either directly or through another employment business, or introduces the Temporary Worker to a third party and such introduction results in an Engagement of the Temporary Worker by the third party and:

- 7.1.1 where the Temporary Worker has been supplied by Randstad, such Engagement takes place during the Assignment or within the Relevant Period; or
7.1.2 where the Temporary Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Client.

- 7.2 The Transfer Fee shall be calculated as follows:

if the Temporary Worker is to be Engaged by the Client on an annual Salary basis the Client shall pay a percentage of the Salary payable to the Temporary Worker during the first 12 months of the Engagement as follows:

Annual Salary (£)	% Transfer Fee
Up to and including 35,000	25
35,001 and above	30

If the Temporary Worker is to be Engaged on a temporary or contract basis a Transfer Fee shall be payable in accordance with Clause 7.7.

- 7.3 If, for the purposes of clause 7.2, the actual amount of the Salary is not known Randstad will charge a Transfer Fee based on a reasonable Salary for the role, given any information Randstad may have on broadly comparable positions in the region.
- 7.4 A minimum Transfer Fee of £1,000 is chargeable for all Engagements and an administration fee of £250 applies in addition to the Transfer Fee.
- 7.5 If the Client wishes to Engage the Temporary Worker either directly or through another employment business, without liability to pay a Transfer Fee the Client may, on giving one week's written notice to Randstad, engage the Temporary Worker for an Extended Period of Hire.
- 7.6 During such Extended Period of Hire Randstad shall supply the Temporary Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before Randstad received the notice in clause 7.5; and the Client shall continue to pay the Charges set out in clause 5. If Randstad is unable to supply the Temporary Worker for any reason outside its control for the whole or any part of the Extended Period of Hire; or the Client does not wish to hire the Temporary Worker on the same terms as the Assignment; but the Temporary Worker is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Extended Period of Hire worked by the Temporary Worker before being Engaged by the Client. If the Client fails to give notice of their intention to Engage the Temporary Worker before the Engagement commences, the parties agree that the Transfer Fee shall be due in full.
- 7.7 Where prior to the commencement of the Engagement Randstad and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Client shall pay a Transfer Fee as follows:

Fixed term contracts of more than 6 months	
Annual Salary (£)	% Transfer Fee to be applied pro rata
Up to and including 35,000	25
35,001 and above	30

Fixed term contracts up to (and including) 6 months	
Annual Salary (£)	% Transfer Fee to be applied pro rata
Up to and including 35,000	30
35,001 and above	35

EXAMPLE: For a fixed term Engagement of 5 months on an annual salary of £30,000 the Transfer Fee is: $30,000 \times 0.30 = 9,000$
 $9,000/12 = 750$
 $750 \times 5 = \text{£}3,750$

This Transfer Fee is subject to the Client Engaging the Temporary Worker for the agreed fixed term. Should the Client extend the Temporary Worker's Engagement or re-Engage the Temporary Worker within 12 months from the commencement of the initial fixed term Engagement Randstad reserves the right to charge the Client an additional Transfer Fee in accordance with this Clause 7.7.

7.8 No refund of the Transfer Fee will be paid in the event that the Engagement by the Client, either directly or through another employment business, or by a third party, terminates or terminates before the end of the fixed term referred to in Clause 7.7.

VAT is payable in addition to any fee due.

8. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

8.1 Subject to the Client's compliance with clauses 3.1 and 8.2, where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves working with, caring for or attending one or more Vulnerable Persons Randstad will use its reasonable endeavours to obtain and offer to provide copies to the Client of:

- 8.1.1 any relevant qualifications or authorisations of the Temporary Worker; and
- 8.1.2 two references from persons who are not relatives of the Temporary Worker and who have agreed that the references they provide may be disclosed to the Client;

and such other reasonably practicable steps as are required to confirm that the Temporary Worker is suitable for the Assignment. If Randstad has taken reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

8.2 The Client shall advise Randstad at the time of instructing Randstad to supply a Temporary Worker (or if it is not reasonably practicable, at the very latest, prior to the commencement of the Assignment, whether during the course of the Assignment) the Temporary Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or equivalent legislation in Scotland or Northern Ireland.

8.3 The Client shall assist Randstad by providing any information required to allow Randstad to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or equivalent legislation in Scotland or Northern Ireland and to allow Randstad to select a suitable Temporary Worker for the Assignment.

8.4 In particular in the event that the Client removes a Temporary Worker from an Assignment in circumstances which would require Randstad to provide information to the Independent Safeguarding Authority or equivalent authority under the Safeguarding Vulnerable Groups Act 2006 (or equivalent legislation in Scotland or Northern Ireland) the Client will provide sufficient information to Randstad to allow it to discharge its statutory obligations.

9. UNSUITABILITY OF THE TEMPORARY WORKER

9.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of work. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing Randstad to remove the Temporary Worker. Randstad may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Temporary Worker, provided that the Client has notified Randstad immediately that they have asked the Temporary Worker to leave the Assignment or the Assignment terminates:

- 9.1.1 within 4 hours of the Temporary Worker commencing the Assignment where the Assignment is for more than 7 hours; or
- 9.1.2 within 2 hours for Assignments of 7 hours or less;

and provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to Randstad within 48 hours of the termination of the Assignment.

9.2 Randstad shall use reasonable endeavours to notify the Client immediately if it receives or otherwise obtains information which gives Randstad reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Client shall remain liable for all such Charges incurred prior to the termination of the Assignment.

9.3 The Client shall notify Randstad immediately and without delay and in any event within 2 hours if the Temporary Worker fails to attend work or has notified the Client that they are unable to attend work for any reason.

10. TERMINATION OF THE ASSIGNMENT

Either the Client, Randstad or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Client, who shall be liable in relation to any Charges due under clause 5 above).

11. CONFIDENTIALITY AND DATAPROTECTION

11.1 All information relating to a Temporary Worker is confidential, subject to Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws.

11.2 Information relating to Randstad's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain. For the avoidance of doubt, the Client shall not be permitted to publish or disclose to any third party any of Randstad's proprietary data, correspondence, pricing information, computer programmes or systems information without Randstad's prior written consent, except to the extent that such information is public knowledge other than by reason of your breach of these Terms.

12. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Client. Accordingly Randstad shall use its reasonable endeavours to ensure that the Temporary Worker shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

13. LIABILITY

- 13.1 No liability is accepted by Randstad for:
- 13.1.1 Any acts or omissions of the Temporary Worker whilst on assignment and / or;
13.1.2 the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker in relation to any loss, expense, damage or delay incurred by the Client.
- 13.2 Both parties do 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 by law.
- 13.3 Subject to clause 13.2, both parties total liability for all loss, liability, expenses, damages or claims to the other party for all causes (such as, but not limited to, contract, tort, indemnity, strict or statutory authority or otherwise) shall not exceed the sum of the Charges paid or payable by the Client to Randstad in respect of the Temporary Worker for which the claim relates in the 12 calendar months preceding the event which gave rise to the other party's liability. In no event shall either party's liability exceed an aggregate total sum of £100,000 in respect of the Services per calendar year. This liability cap shall not apply in relation to all Charges which are payable by the Client.
- 13.4 Both parties shall not in any circumstance be liable to other party for indirect, financial or consequential losses, including, for the avoidance of doubt, loss of profits, reputation or anticipated savings.
- 13.5 The Temporary Workers are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. Therefore for the duration of the Assignment the Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise.
- 13.6 The Client shall comply with all applicable 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 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 13.7 The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.
- 13.8 The Client shall indemnify and keep indemnified Randstad against any costs, claims, damages, expenses or liabilities incurred by Randstad arising out of any Assignment or arising out of the Client's non-compliance with, and/or as a result of its breach of, these Terms.
- 13.9 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.
- 13.10 The Client shall inform Randstad in writing of any AWR Claim which comes to the notice of the Client as soon possible but no later than 7 (seven) calendar days from the day on which any such AWR Claim comes to the notice of the Client.
- 13.11 If the Temporary Worker brings, or threatens to bring, any AWR Claim, the Client will take such action and give such information and assistance as Randstad may request, and within any timeframe requested by Randstad, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.
- 13.12 Other than those conditions, warranties and other terms set out in this Agreement all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement whether by statute, common law or otherwise are hereby excluded.

14. TERMS RELATING TO THE SUPPLY OF TEMPORARY WORKERS AS DRIVERS OF "O" LICENCED VEHICLES ("Drivers")

- 14.1 Drivers are supplied by Randstad on the sole understanding that the Client holds an operator's licence and any other relevant permits where required by the Transport Act 2000 (as amended from time to time) or other relevant statutory regulations.
- 14.2. Randstad will use its reasonable endeavours to check Drivers' references and will examine driving licences and permits. Notwithstanding this, the Client agrees that it is responsible for;
- 14.2.1 all statutory duties where applicable in respect of driving licences and permits;
- 14.2.2 Drivers' hours and records;
- 14.2.3 the issue and collection of tachographs;
- 14.2.4 maintenance and safety of vehicles;
- 14.2.5 compliance with Health and Safety Regulations;
- 14.2.6 compliance with The Transport Act 2000 (as amended from time to time) and other relevant statutory regulations; and
- 14.2.7 maintenance of appropriate insurances, including but not limited to fully comprehensive insurance for the vehicle to be driven and for loss of or damage to its contents.
- 14.3 The Client shall, upon request, permit Randstad to inspect the Client's operator's licence and policies of insurance for the vehicles to be driven by the Driver.
- 14.4 Randstad agrees to provide the Client, upon request, with the information it holds relating to driving assignments carried out by the Driver in the seven days immediately preceding the commencement of an Assignment with the Client, provided that the Driver shall have worked for a Client of Randstad during those seven days.

15. ADDITIONAL TERMS RELATING TO PERSONAL SERVICES COMPANY

- 15.1 For the avoidance of doubt, Randstad may replace any Temporary Worker engaged via a limited company ("PSC Contractor") provided that the Client is satisfied that the proposed replacement possesses the necessary skills and expertise to carry out the Assignment.
- 15.2 Randstad makes no warranty as to any product recommended by the PSC Contractor in connection with the provision of their services to the Client during an Assignment.

16. TERMINATION

- 16.1 These Terms may be terminated with immediate effect by either party if:
- 16.1.1 a resolution is passed or an order is made for the winding up of the other party or the other party becomes subject to an administrative order or an administrator, receiver or administrative receiver is appointed over or all or part of the other's undertakings and assets; or
- 16.1.2 that other party ceases or threatens to cease to carry on its business or is unable to pay its debts or becomes insolvent (within the meaning of the Insolvency Act 1986) or makes or proposes to make any arrangement or composition with its creditors.
- 16.2 These Terms may be terminated for convenience by either party giving not less than 90 days prior written notice to the other party.

17. NON SOLICITATION

The Client shall not solicit or endeavour to entice away from Randstad anyone employed or engaged by Randstad in the capacity of a consultant, Branch Manager, Operations Manager or other corporate capacity except with the prior written consent of a Randstad Director. A breach of the clause will render the Client liable to pay a Transfer Fee in accordance with clause 7.

18. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered by post to the postal address of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, or by email. Any such notice shall be deemed to have been served: if by post 48 hours following posting; and if by email when that email is sent.

19. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

20. FORCE MAJEURE

Neither Party shall have any liability to the other for delay or loss occasioned by war, strike, lockout, industrial dispute, fire, illness, or other circumstance which is outside of their reasonable control.

21. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of the Client

Print name: _____

Date: _____

I confirm that I am authorised to sign these Terms on behalf of the Client.

Please note that even if these Terms are unsigned Randstad would rely on clause 2.1 in relation to acceptance of these Terms.