

Standard Terms of Business

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TERMS OF BUSINESS WITH CLIENT TEMPORARY ASSIGNMENT INSIDE IR35**THE PARTIES**

(1) Insight Executive Group Limited (IEG) (registered company no.

04238613) of The Courtyard Shoreham Road, Upper Beeding, Steyning, West Sussex, BN44 3TN ("IEG").

(2) ("**The Client**") to whom the Intermediary is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Intermediary is introduced.

RECITALS

(A) IEG carries on the business of sourcing and supplying independent contractors to provide services to clients of IEG. The Client has instructed IEG to supply an Intermediary to provide certain services ("the Intermediary Services") as specified in the relevant Assignment Details Form.

(B) IEG will introduce an Intermediary to the Client to provide the Intermediary Services on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

"Representative" means any officer, employee, worker, or representative of the Intermediary supplied to provide the Intermediary Services;

"AWR" means the Representatives Regulations 2010;

"Assignment" means the Intermediary Services to be performed by the Representative for the Client for a period of time during which the Intermediary is supplied by IEG to provide the Intermediary Services to the Client;

"Assignment Details Form" means written confirmation of the Assignment details agreed with the Client prior to commencement of the Assignment;

"AWR Claim" means any complaint or claim to a tribunal or court made by or on behalf of the Representative against the Client and/or IEG for any breach of the AWR;

"Calendar Week" means any period of seven days starting with the same day as the first day of the First Assignment;

"Charges" means the charges as notified to the Client at the commencement of the Assignment and which may be varied by IEG from time to time during the Assignment. The charges are comprised of the Intermediary's fees, IEG's commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;

"Comparable Employee" means as defined in Schedule 1 to this Agreement; "Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

"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 from time to time relating to the protection and transfer of personal data;

"Engagement" means the engagement, employment or use of the Intermediary's services or the services of any Representative by the Client or by any third party to whom the Intermediary and/or any Representative have been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through any other employment business; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"First Assignment" means:

- a. the relevant Assignment; or
- b. if, prior to the relevant Assignment:

(i) the Representative has worked in any assignment in the same role with the relevant Client as the role in which the Representative works in the relevant Assignment; and

(ii) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Representative is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);

"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;

"Intermediary" means the person, firm or corporate body Introduced to the Client by IEG to carry out an Assignment (and, save where otherwise indicated, includes the Representative);

"Introduction" means (i) the passing to the Client of a curriculum vit or information which identifies the Intermediary or Representative; or (ii) the Client's interview of an Intermediary or Representative (in person, by telephone or by any other means), following the Client's instruction to IEG to supply a temporary worker; or (iii) the supply of an Intermediary; and in any case, which leads to an Engagement of that temporary worker, Intermediary or Representative; and "Introduces" shall be construed accordingly; "Introduction Fee" means the fee payable by the Client in accordance with clause 8;

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003; "Losses" means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; and "Loss" shall be construed accordingly; "NICs Legislation" means the Social Security (Categorisation of Earners) Regulations 1978; "Qualifying Period" means 12 continuous Calendar Weeks during the whole or part of which the Representative is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role, and as further defined in Schedule 1 to this Agreement; "Relevant Terms and Conditions" means terms and conditions relating to:

- c. pay;
- d. the duration of working time;
- e. night work;
- f. rest periods;
- g. rest breaks; and
- h. 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;

"Remuneration" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Intermediary for services provided to or on behalf of the Client; and "Temporary Work Agency" means as defined in Schedule 1 to this Agreement.

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

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

1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, reenacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.



2. THE AGREEMENT

2.1. This Agreement together with the attached Schedules and any applicable Assignment Details Form constitutes the contract ("the Agreement") between IEG and the Client for the supply of the Intermediary Services by IEG to the Client, and is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of an Intermediary or the passing of any information about the Representative or Intermediary to any third party following an Introduction.

2.2. This Agreement contains the entire agreement between IEG and the Client for the supply of the Intermediary Services to the Client, and unless otherwise agreed in writing by a Director of IEG, this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

2.3. Subject to clause 6.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a Director IEG and the Client and are set out in writing.

2.4. The Client acknowledges that the Intermediary and the Representative carrying out the Assignment have opted out of the Conduct Regulations and that none of the Conduct Regulations apply to any Assignments governed by this Agreement.

3. CLIENT OBLIGATIONS

3.1. The Client will comply with its obligations under Regulations 12 (Rights of Representatives in relation to access to collective facilities and amenities) and 13 (Rights of Representatives in relation to access to employment) of the AWR.

3.2. To enable IEG to comply with its obligations under the AWR, 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 IEG's request:

3.2.1. to inform IEG of any Calendar Weeks since 1 October 2011 in which the relevant Representative 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;

3.2.2. if, since 1 October 2011, the Representative 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 IEG 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 IEG;

3.2.3. to inform IEG if, since 1 October 2011, the Representative has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

3.2.3.1. completed 2 or more assignments with the Client;

3.2.3.2. completed at least 1 assignment with the Client and 1 or more earlier assignments with any member of the Client's Group; and/or

3.2.3.3. worked in more than 2 roles during an assignment with the Client and on at least 2 occasions worked in a role that was not the same role as the previous role;

3.2.4. save where the Representative will not complete the Qualifying Period during the term of the Assignment, to:

3.2.4.1. provide IEG with written details of the basic working and employment conditions the Representative would be entitled to for doing the same job if the Representative 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;

3.2.4.2. inform IEG 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;

3.2.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide IEG with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and

3.2.4.4. inform IEG 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

3.2.5. save where the Representative will not complete the Qualifying Period during the term of the Assignment, to provide IEG with written

details of its pay and benefits structures and appraisal processes and any variations of the same.

3.3. In addition, for the purpose of awarding any bonus to which the Representative may be entitled under the AWR, the Client will:

3.3.1. integrate the Representative into its relevant performance appraisal system;

3.3.2. assess the Representative's performance;

3.3.3. provide IEG with copies of all documentation relating to any appraisal of the Representative, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and

3.3.4. provide IEG with all other assistance IEG may request in connection with the assessment of the Representative's performance for the purpose of awarding any bonus.

3.4. The Client will comply with all IEG's requests for information and any other requirements to enable IEG to comply with the AWR.

3.5. The Client warrants that:

3.5.1. all information and documentation supplied to IEG in accordance with clauses 3.1 to 3.4 inclusive is complete, accurate and up-to-date; and

3.5.2. it will, during the term of the relevant Assignment, immediately inform IEG in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.1 to 3.4 inclusive.

3.6. Without prejudice to clauses 12.5 and 12.6, the Client shall inform IEG in writing of any:

3.6.1. oral or written complaint the Representative makes to the Client which is or may be a complaint connected with rights under the AWR; and

3.6.2. written request for information relating to the Relevant Terms and Conditions that the Client receives from the Representative as soon as possible but no later than 7 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 undertakes to take such action and give such information and assistance as IEG may request, and within any timeframe requested by IEG, in order to resolve any such complaint or to provide any such information in a written statement to the Representative within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the AWR and the Client will provide IEG with a copy of any such written statement.

4. INFORMATION TO BE PROVIDED BY IEG TO THE CLIENT

Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, IEG will send to the Client the information set out in the Assignment Details Form.

5. TIMESHEETS

5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week) the Client shall sign IEG's timesheet verifying the number of hours worked by the Representative during that week.

5.2. Signature of the timesheet by the Client is confirmation of the number of hours worked by the Representative. If the Client is unable to sign a timesheet produced for authentication by the Intermediary because the Client disputes the hours claimed, the Client shall inform IEG as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with IEG to enable IEG to establish what hours, if any, were worked by the Representative. Failure to sign the timesheet does not absolve the Client of its obligation to pay the Charges in respect of the hours worked.

5.3. The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Representative. In the event that the Client is dissatisfied with the work performed by the Representative the provisions of clause 9 shall apply.

6. CHARGES

6.1. The Client agrees to pay the Charges.

6.2. IEG reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client:

6.2.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the AWR, ITEPA or the NICS Legislation; and/or

6.2.2. if there is any variation in the Relevant Terms and Conditions.



6.3. The Charges are invoiced to the Client on a weekly basis and are payable within 14 days.

6.4. In addition to the Charges, the Client will pay IEG an amount equal to any bonus that the Client awards to the Representative in accordance with clause 3.2.5 immediately following any such award and IEG will pay any such bonus to the Intermediary for onward payment to the Representative. For the avoidance of doubt, the Client will also pay any employers' National Insurance contributions and IEG' commission in addition to any bonus payable to the Representative.

6.5. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under clause 6.4.

6.6. IEG reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 4% per annum above the base rate from time to time of HSBC plc from the due date until the date of payment.

6.7. The Client's obligations under this clause 6 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

7. PAYING THE INTERMEDIARY

IEG is responsible for paying the Intermediary.

8. INTRODUCTION FEES

8.1. The Client shall be liable to pay IEG an Introduction Fee where IEG Introduces the Intermediary to the Client and:

8.1.1. the Client Engages the Intermediary or any Representative other than through IEG, within a period of 6 months from the termination of the Assignment in respect of which the Intermediary or Representative was supplied, or if there was no supply, within 6 months of the Introduction of the Intermediary or any Representative by IEG to the Client; or

8.1.2. the Client introduces the Intermediary or any Representative to a third party and such introduction results in an Engagement of the Intermediary or any Representative by the third party other than through IEG either during the Assignment or within 6 months from the termination of the Assignment.

8.2. The Introduction Fee will be calculated at 20% of the annual fee. Where the amount of the annual fee payable to the Intermediary is not known, the Introduction Fee will be calculated by multiplying the daily charge rate by 30.

8.3. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

8.4. VAT is payable in addition to any Introduction Fee due.

9. TERMINATION OF THE ASSIGNMENT

9.1. Either party may terminate the Assignment by giving to the other party in writing the period of notice specified in the Assignment Details Form.

9.2. Notwithstanding the provisions of clause 9.1 the Client may terminate the Assignment with immediate effect by notice in writing to IEG where:

9.2.1. the Intermediary has acted in breach of any statutory or other reasonable rules and regulations applicable to it while providing the Intermediary Services; or

9.2.2. the Intermediary is in wilful or persistent breach of its obligations; or

9.2.3. the Client reasonably believes that the Intermediary has not observed any condition of confidentiality applicable to the Intermediary from time to time; or

9.2.4. the Client reasonably considers that the Intermediary's provision of the Intermediary Services is unsatisfactory.

9.3. IEG may terminate an Assignment with immediate effect by notice in writing if:

9.3.1. the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from IEG to do so; or

9.3.2. the Client fails to pay any amount which is due to IEG in full and on the date that the payment falls due; or

9.3.3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or

9.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or

9.3.5. an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

9.3.6. (where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1. All information relating to an Intermediary and the Representative is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Intermediary Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

10.2. IEG undertakes to keep confidential all Relevant Terms and Conditions that the Client discloses to IEG and not to use such information except for the purposes of compliance with the AWR (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Representative or any AWR Claim).

10.3. Information relating to IEG' 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.

11. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Intermediary Services by the Intermediary for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Intermediary and set out in the Assignment Details Form. Accordingly IEG shall use its reasonable endeavours to ensure that the Intermediary shall (and any relevant Representative shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

12. LIABILITY

12.1. Whilst reasonable efforts are made by IEG to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Intermediary and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by IEG for any Losses arising from the failure to provide an Intermediary for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Intermediary or if the Intermediary terminates the Assignment for any reason. For the avoidance of doubt, IEG does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

12.2. Intermediaries and Representatives supplied by IEG to the Client are deemed to be under the supervision, direction and control of the Client for the duration of the Assignment.

12.3. The Client shall advise IEG of any special health and safety matters about which IEG is required to inform the Intermediary and about any requirements imposed by law or by any professional body, which must be satisfied if the Intermediary is to fill the Assignment. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Intermediary.

12.4. The Client shall indemnify and keep indemnified IEG against any Losses incurred by IEG by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to any of the provisions of ITEPA (and/or any supporting or consequential secondary legislation relating thereto) or the NICs Legislation arising out of any Assignment or arising out of any noncompliance with, and/or as a result of, any breach of this Agreement by the Client.

12.5. The Client shall inform IEG 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.



12.6. If the Representative brings, or threatens to bring, any AWR Claim, the Client undertakes to take such action and to give such information and assistance as IEG may request, and within any timeframe requested by IEG and at the Client's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

13. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

14. SEVERABILITY

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

15. RIGHTS OF THIRD PARTIES

None of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

16. LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales/Scotland/Northern Ireland and is subject to the exclusive jurisdiction of the Courts of England & Wales/Scotland/ Northern Ireland.



Schedule 1

"COMPARABLE EMPLOYEE", "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

"Comparable Employee" means as defined in Regulation 5(4) of the AWR being an employee 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 Representative having regard, where relevant, to whether the employee and the Representative have a similar level of qualification and skills; and
- b. works or is based at the same establishment as the Representative 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.

For the purpose of the definition of "Qualifying Period" in clause 1.1 of this Agreement, when calculating whether any weeks completed with the Client count as continuous towards the Qualifying Period, where:

- a. the Representative has started working during an assignment and there is a break, either between assignments or during an assignment, when the Representative is not working;
- b. the break is:
 - i. for any reason and not more than six Calendar Weeks;
 - ii. wholly due to the fact that the Representative is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (III) does not apply; and, if required to do so by IEC, the Representative has provided such written medical evidence as may reasonably be required;
 - iii. related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Representative returns to work;
 - iv. wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Representative is otherwise entitled which is:
 - I. ordinary, compulsory or additional maternity leave;
 - II. ordinary or additional adoption leave;
 - III. ordinary or additional paternity leave;
 - IV. time off or other leave not listed in paragraphs (iv), II, or III above; or
 - V. for more than one of the reasons listed in paragraphs (iv), II, III to IV above;

- v. wholly due to the fact that the Representative is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
- vi. wholly due to a temporary cessation in the Client's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Client;
- vii. wholly due to a strike, lock-out or other industrial action at the Client's establishment; or
- viii. wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- c. the Representative returns to work in the same role with the Client, any weeks during which the Representative worked for the Client before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Representative works for the Client after the break. In addition, when calculating the number of weeks during which the Representative has worked, where the Representative has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Representative shall be deemed to be working in that role with the Client for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Representative working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- a. supplying individuals to work temporarily for and under the supervision and direction of Clients; or
- d. paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of Clients.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for Clients. For the purpose of this definition, a "Client" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.



TERMS OF BUSINESS WITH CLIENT TEMPORARY ASSIGNMENT OUTSIDE IR35

THE PARTIES

- Insight Executive Group Limited** (registered company no. 9284301) of The Courtyard Shoreham Road, Upper Beeding, Steyning, West Sussex, BN44 3TN (**"the Employment Business"**).
- [Insert Client's name] Limited** (registered company no. **[insert registered company no.]**) of **[address -]** (**"the Client"**) to whom the Consultancy is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Consultancy is Introduced.

RECITALS

(A) The Employment Business carries on the business of sourcing and supplying consultancies to provide services to Clients of the Employment Business. The Client has instructed the Employment Business to supply a Consultancy to provide certain services, as specified in the attached schedules (**"the Schedules"**) (**"the Consultancy Services"**).

(B) The Employment Business will Introduce a Consultancy to the Client to provide the Consultancy Services to the Client on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

"AWR" means the Agency Workers Regulations 2010;

"Assignment" means the Consultancy Services to be performed by the Consultancy Staff for the Client for a period of time during which the Consultancy is supplied by the Employment Business to provide the Consultancy Services to the Client;

"Charges" means the charges as notified to the Client at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Consultancy Fees, the Employment Business' commission, and any expenses as may have been agreed with the Client;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

"Consultancy" means the person, firm or corporate body Introduced to the Client by the Employment Business to carry out an Assignment (and, save where otherwise indicated, includes Consultancy Staff and any third party to whom the provision of the Consultancy Services is assigned or sub-contracted with the prior approval of the Client and any officer, employee, worker or representative of any such third party);

"Consultancy Fees" means the fees payable to the Consultancy for the provision of the Consultancy Services;

"Consultancy Staff" means any officer, employee, worker or representative of the Consultancy supplied to provide the Consultancy Services (and, save where otherwise indicated, includes any officer, employee, worker or representative of any third party to whom the provision of the Consultancy Services is assigned or sub-contracted with the prior agreement of the Client);

"Data Protection Laws" means the Data Protection Act 1998 or any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

"Engagement" means the engagement (including the Consultancy's and/or the Consultancy Staff's acceptance of the Client's offer), employment or use of the Consultancy's services or the services of any Consultancy Staff, by the Client or by any third party to whom the Consultancy and/or any Consultancy Staff have been Introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through another employment business; and "Engage",

"Engages" and **"Engaged"** shall be construed accordingly;

"FOIA" means the Freedom of Information Act 2000;

"Inside IR35" means an Assignment which meets the provisions of Section 61M ITEPA;

"Intermediaries Legislation" means sections 48 – 61 ITEPA;

"Introduction" means (i) the passing to the Client of a curriculum vit or information which identifies the Consultancy or Consultancy Staff or (ii) the Client's interview of a Consultancy or Consultancy Staff (in person, by

telephone or by any other means), following the Client's instruction to the Employment Business to supply a Consultancy; or (iii) the supply of a Consultancy; and, in any case, which leads to an Engagement of that Consultancy or Consultancy Staff; and "Introduces" and "Introduced" shall be construed accordingly;

"Introduction Fee" means the fee payable by the Client in accordance with clause 7;

"IR35 Status Decision" means the Client's decision on the application of the Intermediaries Legislation to the Assignment, such decision made in accordance with clause 3.3 and Section 61T ITEPA;

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003;

"Losses" means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

"NICs Legislation" means legislation regarding the deduction and payment of national insurance contributions including in particular the Social Security (Categorisation of Earners) Regulations 1978 and the Social Security Contributions (Intermediaries) Regulations 2000;

"Outside IR35" means an Assignment which does not meet the provisions of Section 61M ITEPA;

"Public Authority" means a public authority (a) as defined in the FOIA and (b) as further defined in Section 61L ITEPA;

"Remuneration" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Consultancy or the Consultancy Staff for services rendered to or on behalf of the Client.

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

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

1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, reenacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE AGREEMENT

2.1. This Agreement together with the Schedules ("the Agreement") constitutes the entire agreement between the Employment Business and the Client for the supply of the Consultancy Services by the Employment Business to the Client. This Agreement is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Consultancy or the passing of any information about the Consultancy to any third party following an Introduction.

2.2. Unless otherwise agreed in writing by a director of the Employment Business this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

2.3. Subject to clause 6.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply. The Client acknowledges that the Consultancy and the Consultancy Staff carrying out the Assignment have opted out of the Conduct Regulations and further that any person to whom the performance of the Consultancy Services has been assigned or sub-contracted has opted out of the Conduct Regulations and that none of the Conduct Regulations apply to any Assignments governed by this Agreement.

2.4. The Client acknowledges that the Consultancy may supply any of the Consultancy Staff to perform the Consultancy Services and where the Consultancy is unable to provide any part of the Consultancy Services for whatever reason the Consultancy shall be entitled to assign or sub-contract the performance of the Consultancy Services provided that the Employment Business and the Client are reasonably satisfied that the assignee or subcontractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by the agreement



between the Consultancy and the Employment Business. The Client shall not unreasonably withhold or delay any agreement sought for the assignment or sub-contracting of the Consultancy Services.

2.5. The Client acknowledges that the Consultancy shall be permitted to determine how it will provide the Consultancy Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Consultancy Services, subject to the Consultancy complying with any reasonable operational requirements of the Client. The Consultancy will be at liberty to determine the location at which it will provide the Consultancy Services, but where the Consultancy Services are undertaken at the Client's site, the Consultancy will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site. Accordingly the Client acknowledges that neither the Consultancy nor the Consultancy Staff work under (or subject to the right of) supervision, direction or control of the Client as to the manner in which they provide the Consultancy Services.

3. APPLICATION OF THE INTERMEDIARIES LEGISLATION TO THIS AGREEMENT

- 3.1. The Client confirms that it is a Public Authority.
- 3.2. The Client also confirms that the role which the Consultancy Staff will fill is not an office holder role and that the services the Consultancy Staff will provide will not be those of an office holder.
- 3.3. The Client confirms that it has assessed the Assignment as an Outside IR35 Assignment: this is the Client's IR35 Status Decision.
- 3.4. The Client will advise the Employment Business in writing immediately if any of the circumstances of the Assignment change which mean that the Assignment becomes an Inside IR35 Assignment.

4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE CLIENT

Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, the Employment Business will send to the Client the information set out in Schedule 1.

5. VERIFICATION OF EXECUTION OF THE CONSULTANCY SERVICES

- 5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 [week/month] or is completed or finished before the end of a [week/month]) the Client shall verify the execution of the Consultancy Services by signature of an electronic timesheet provided to the Client for this purpose.
- 5.2. The Client agrees that by verifying the execution of the Consultancy Services it also agrees that the Consultancy Services have been provided satisfactorily and in accordance with this Agreement. Even if the Client does not verify execution in writing, it will still be obliged to pay the Charges in respect of the work done. If the Client is dissatisfied with the work performed by the Contractor the provisions of clause 9 below shall apply.

6. CHARGES

- 6.1. The Client agrees to pay the Charges. VAT is payable at the applicable rate on the entirety of the Charges.
- 6.2. The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 6.3. The Employment Business will invoice the Client on a weekly basis. The Client will pay the Charges within 14 days of the date of the invoice.
- 6.4. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 6.5. The Client's obligations under this clause 6 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

7. PAYING THE CONSULTANCY

The Employment Business is responsible for paying the Consultancy Fees to the Consultancy.

8. INTRODUCTION FEES

- 8.1. The Client shall be liable to pay the Employment Business an Introduction Fee where the Employment Business Introduces the Consultancy to the Client and:
- 8.2. the Client Engages the Consultancy or any Consultancy Staff other than through the Employment Business either during the Assignment or within a period of 6 months from the termination of the Assignment, or if there was no supply, within 6 months of the Introduction of the Consultancy by the Employment Business to the Client; or
- 8.3. where the Client introduces the Consultancy to a third party and such introduction results in an Engagement of the Consultancy or any Consultancy Staff by the third party other than through the Employment Business either during the Assignment or within 6 months from the termination of the Assignment.
- 8.4. The Introduction Fee will be calculated at 20 % of the Remuneration payable to the Consultancy. Where the amount of the Remuneration payable to the Consultancy is not known, the Introduction Fee will be calculated by multiplying the Charges by 30.
- 8.5. The Employment Business will not refund the Introduction Fee if the Engagement subsequently terminates.
- 8.6. VAT is payable in addition to any Introduction Fee due.

9. TERMINATION OF THE ASSIGNMENT

- 9.1. The Assignment will terminate on the end date set out in the Consultancy Assignment Initiation Form. Either party may terminate the Assignment earlier by giving to the other party in writing the period of notice specified in the Consultancy Assignment Initiation Form.
- 9.2. Notwithstanding the provisions of clause Error! Reference source not found. the Client may terminate the Assignment with immediate effect by notice in writing to the Employment Business where:
- 9.2.1. the Consultancy has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Consultancy Services; or
- 9.2.2. the Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time; or
- 9.2.3. the Client reasonably considers that the Consultancy's provision of the Consultancy Services is unsatisfactory.
- 9.3. The Employment Business may terminate an Assignment with immediate effect by notice in writing if:
- 9.3.1. the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or
- 9.3.2. the Client fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or
- 9.3.3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
- 9.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
- 9.3.5. an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- 9.3.6. the Client fails to provide written reasons for its IR35 Status Decision within 7 days of the date of a request for those reasons from the Employment Business; or
- 9.3.7. the Client advises that the circumstances of the Assignment have changed so that the Assignment become an Inside IR35 Assignment; or
- 9.3.8. the Employment Business knows or suspects that the circumstances of the Assignment have changed so that Assignment has or will become an Inside IR35 Assignment; or
- 9.3.9. the Client or the Consultancy or the Consultancy Staff provide to the Employment Business, a document which incorrectly states that the Assignment is Outside IR35; or
- 9.3.10. the Client fails to provide accurate and sufficient evidence that neither the Consultancy nor the Consultancy Staff work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Consultancy Services; or



9.3.11. the Client provides to the Employment Business, the Consultancy or the Consultancy Staff, a document which incorrectly states that the Consultancy Staff do not work under (or are not subject to) supervision, direction or control of any person as to the manner in which they provide the Consultancy Services.

10. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Consultancy is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Consultancy Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition information relating to the Employment Business'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.

11. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Consultancy Services by the Consultancy or any third party to whom the Consultancy Services are assigned or subcontracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Consultancy and set out in Schedule 1 to this Agreement. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Consultancy shall (and any relevant member of the Consultancy Staff shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

12. LIABILITY

12.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Consultancy and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Employment Business for any Losses arising from the failure to provide a Consultancy for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultancy or if the Consultancy terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

12.2. The Client warrants that it does not (and does not have the right to) supervise, direct or control the Consultancy or the Consultancy Staff as to the manner in which they provide the Consultancy Services. The Client will notify the Employment Business in writing if it exercises supervision, direction or control, or seeks the right to supervise, direct or control the Consultancy or the Consultancy Staff in which case the Employment Business may terminate the Agreement and/or any Assignments under the Agreement in accordance with

clause 9.3. In addition the Client agrees that the Employment Business does not (and does not have the right) to supervise, direct or control the Consultancy or the Consultancy Staff. Furthermore no member of the Consultancy Staff is an agency worker as defined under the AWR.

12.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Consultancy and about any requirements imposed by law or by any professional body, which must be satisfied if the Consultancy is to fill the Assignment. The Client will comply in all respects with all relevant statutes, bylaws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Consultancy.

12.4. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to any of the provisions of ITEPA or the NICs legislation (and/or any supporting or consequential secondary legislation relating thereto)) arising out of any Assignment or arising out of any non-compliance with and/or as a result of any breach of this Agreement by the Client.

13. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

14. SEVERABILITY

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

15. RIGHTS OF THIRD PARTIES

None of the provisions of this Agreement are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

16. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales] and is subject to the exclusive jurisdiction of the Courts of England & Wales.



TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CONTRACT STAFF (TO BE DIRECTLY ENGAGED BY THE CLIENT)

THE PARTIES

1. Insight Executive Group Limited (registered company no. 9284301) of Northern & Shell Building, Floor 6, 10 Lower Thames Street, London, EC3R 6AF ("IEG").
2. **"The Client"** to whom the Candidate is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate is Introduced.

RECITALS

- (A) IEG carries out the business of sourcing and Introducing Candidates to be engaged directly by the Client.
- (B) IEG will Introduce Candidates to the Client on the Terms and subject to the conditions of these terms.

IT IS AGREED as follows:

1. DEFINITIONS

1.1. In these Terms the following definitions apply:

"Cancellation Fee" means the fee payable by the Client to IEG 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 3.9

"Candidate" means the person Introduced by IEG 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 IEG'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;

"Engagement" means the engagement (including the Candidate's acceptance of the Client's offer), 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 limited 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 vit 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 IEG 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 IEG for an Introduction resulting in an Engagement;

"Remuneration" 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, nontaxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party. Where the Client provides a company car, a notional amount of 6000 will be added to the salary in order to calculate IEG's fee;

"Replacement Candidate" means any Candidate Introduced by IEG to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 12 weeks of the Engagement

"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.

- 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 and the attached Schedule(s) ("the Terms") constitute the contract between IEG and the Client for the Introduction of permanent or contract staff (to be engaged directly by the Client) 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.
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of IEG, 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 IEG 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. IEG 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 IEG immediately of the terms of any offer of an Engagement which it makes to the Candidate;
 - 3.1.2. notify IEG immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to IEG of the Remuneration agreed with the Candidate together with any documentary evidence as requested by IEG; 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 3.2.
- 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 6 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).
 - 3.2.1 The Introduction Fee shall be payable within 30 days of the date of IEG's invoice which shall be rendered once the Candidate commences the Engagement
 - 3.3. A The Introduction Fee is calculated in accordance with the Fee Structure Schedule based on the Remuneration applicable during the first 12 months of the Engagement.

Standard Rates

£0 - £50000	25% of the annual remuneration
£50001 and above	30% of the annual remuneration

- 3.4. Where the actual Remuneration is not known, IEG 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 IEG by the Client and/or comparable positions in the market generally.
- 3.5. Where prior to the commencement of the Engagement IEG 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 pro-rata. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 6 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 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.
- 3.6. 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.
- 3.7. VAT is charged at the standard rate on all fees.



3.8. IEG 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.

3.9. 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 IEG a Cancellation Fee of 10% of the annual remuneration offered.

3.10. In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by IEG or within 6 months of leaving IEG, the Client shall be liable to pay IEG a fee equivalent to the Introduction Fee calculated in accordance with clause 3.3. For the avoidance of doubt, the Client shall not be entitled to a refund for any fee due under this clause 3.10 in any circumstances.

4. REFUNDS

4.1. If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 12 weeks from the date of commencement of the Engagement; then subject to the terms of clause 4.2 a percentage of the introduction fee will be refunded for each complete week of the initial 12 week period not worked by the Candidate:

1 – 2 weeks	100% of the introduction fee
2-4 Weeks	75% of the introduction fee
5-8 Weeks	50% of the introduction fee
9-12 Weeks	20% of the introduction fee

4.2. should a placement terminate within the first 12 week, IEG will undertake to find the client a suitable replacement candidate free of charge

4.3. In order to qualify for the refund set out in clause 4.1 the Client must comply with the provisions of clause 3.1 and must notify IEG in writing of the termination of the Engagement or the noncommencement of the Engagement within 7 days of its termination or noncommencement.

4.4. For the purposes of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later

4.5. In circumstances where clause 3.5 applies, the full Introduction Fee is payable and there shall be no entitlement to a refund.

4.6. If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 6 calendar months from the date of termination then the refund shall be repaid to IEG. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.

5. INTRODUCTIONS TO THIRD PARTIES

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 6 months of IEG's Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee calculated in accordance with clause 3.3. 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. The Agency 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; ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body;

6.1.2. confirm that the Candidate is willing to work in the position [and]

6.1.3. obtain confirmation of the Candidate's identity; and 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.

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 the Agency to comply with its obligations under clause 6.1 above the Client undertakes to provide to the Agency 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 the Agency 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 the Agency 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.

7. INFORMATION TO BE PROVIDED

When the Agency Introduces a Candidate to the Client the Agency shall inform the Client that they have obtained confirmation of the matters set out in clause 6.1 and in the case of a position which involves working with Vulnerable Persons the matters in clause 6.4. 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, save 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 DATA PROTECTION

All information relating to a Candidate is confidential and subject to the Data Protection Act 1998 ("DPA") 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 DPA in receiving and processing the data at all times. In addition information relating to the Agency'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. LIABILITY

The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

10. NOTICES

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

11. 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.

12. 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.

