

Terms and Conditions for the Supply of Temporary Workers

These Terms and Conditions for the Supply of Temporary Workers apply between Recruiting Healthcare Ltd t/a Caring Works (subsequently referred to as 'Caring Works') as the Employment Business and [Client Full Name] (the Client). These terms are effective from [insert] and supersede all previous terms and conditions. All Temporary Workers (as defined below) are introduced and/or supplied by Caring Works to the Client upon these terms.

1. AGREED TERMS

1.1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

DEFINITIONS

Assignment: has the meaning given in Clause 3 (Client's obligations).

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

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

Caring Works: Recruiting Healthcare Limited t/a Caring Works, incorporated and registered in England and Wales with company number 12764496 whose registered office is at 3 & 5 Commercial Gate, Mansfield, Nottinghamshire, United Kingdom, NG18 1EJ.

Client: 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. In this circumstance being [Full Name of address].

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

Engage: the employment of a Temporary Worker or engagement directly or indirectly through any employment business other than through Caring Works (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment to the Client and the terms **Engaged** or **Engagement** shall be construed accordingly.

Extended Assignment: has the meaning given in Clause 3.3.

Indemnity: has the meaning given in Clause 8 and **Indemnified** and **Indemnifies** shall be construed accordingly.

Introduce: the provision to the Client of information by Caring Works which identifies the Temporary Worker and **Introduction** and **Introduced** shall be construed accordingly.

Other Qualifying Payments: any remuneration payable to the Temporary Worker (other than their basic hourly rate), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2010).

Qualifying Period: means the 12-week qualifying period as defined in regulation 7 of the AWR 2010, subject to regulations 8 and 9 of the AWR 2010.

Qualifying Temporary Worker: any Temporary Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010 and in particular has been provided to the Client (whether by Caring Works or any third party) for the Qualifying Period and in respect of whom Caring Works has complied with its obligations under Clause 2 (Caring Works obligations).

Relevant Period: within the later of 14 weeks of the start of the first Assignment or 8 weeks of the end of an Assignment, as defined in regulation 10(5) and (6) of the Conduct Regulations 2003.

Relevant Terms and Conditions: the relevant terms and conditions for any particular Qualifying Temporary Worker as defined in regulation 6 of the AWR 2010.

Screen: carry out pre-vetting checks to the level and criteria as established by Caring Works standard practices and **Screening** shall be construed accordingly.

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

Temporary Worker Fees: has the meaning given in Clause 5.1.

Territory: the United Kingdom.

Unsatisfactory Temporary Worker: has the meaning given in Clause 4.1.

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

VAT: value added tax chargeable in the UK.

Vulnerable Person: has the meaning given in regulation 2 of the Conduct Regulations 2003, namely 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.

Worker: an individual worker, or a worker that is a company or other legal entity, as the case may be including any of Caring Works own employees, workers or agency staff.

- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8. A reference to **writing** or **written** includes fax and email.
- 1.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.11. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. CARING WORKS OBLIGATIONS

- 2.1. These terms set out the agreement between Caring Works and the Client for the supply of Temporary Workers by Caring Works to the Client. For the purposes of the Conduct Regulations 2003, Caring Works acts as an employment business in relation to the Introduction and supply of Temporary Workers pursuant to this agreement.
- 2.2. Upon request by the Client, Caring Works agrees to search, in the Territory and within such timeframe as the Client may specify, for Workers for the Client as Temporary Workers.

- 2.3. Caring Works shall Screen Workers before Introducing them to the Client and shall Introduce to the Client only Workers who meet the minimum criteria for the position stipulated by the Client in accordance with Clause 3. Caring Works shall Introduce only Workers who have the right to work in the Territory and, in particular, Caring Works shall comply with the Immigration Asylum and Nationality Act 2006, the Immigration Act 2016 and other relevant UK legislation or equivalent legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
- 2.4. Where a Worker is required by law or any professional body to have any qualifications, authorisations or certification to work on the Assignment or the Assignment involves working with any Vulnerable Persons, Caring Works shall take reasonably practicable steps to obtain any relevant qualifications or authorisations or certification. Caring Works shall also take all reasonably practicable steps to confirm that the Worker is suitable for the Assignment. If Caring Works is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to obtain the necessary information.
- 2.5. Prior to the commencement of the Assignment, Caring Works shall send the Client written confirmation of:
 - (a) the identity of the Temporary Worker; and
 - (b) the Temporary Worker's experience, training, qualifications and authorisations necessary for the Assignment;
- 2.6. Caring Works shall be responsible for any deduction and payment of all tax, National Insurance contributions and other levies in respect of persons employed by Caring Works or Temporary Workers.
- 2.7. Any changes agreed to the services, remuneration or any other aspect of this agreement shall be of no effect unless confirmed in writing.

3. CLIENT'S OBLIGATIONS

- 3.1. When making a request for the provision of a Temporary Worker to perform certain services (**Assignment**), the Client will give Caring Works details of:
 - (a) the date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;
 - (b) the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - (c) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Temporary Worker to possess in order to work in the position;
 - (d) any expenses payable by or to the Worker; and
 - (e) any information reasonably required by Caring Works in order for Caring Works to fulfil its obligations under the AWR 2010.

TEMPORARY TO PERMANENT

- 3.2. If, following the supply of a Temporary Worker by Caring Works to the Client within the Relevant Period, the Client Engages the Temporary Worker, the Client will pay Caring Works the Introduction Fee at the rate of 15% of the Temporary Worker's new proposed annual salary.
- 3.3. The Introduction Fee will not be payable if the Client gives written notice to Caring Works at least 4 weeks before the end of the Relevant Period that it intends to continue the hire of the Temporary Worker for a further period of 6 weeks (Extended Assignment) before it Engages the Temporary Worker other than through Caring Works.

- 3.4. Where the Client decides (in accordance with Clause 4.2) to have the Temporary Worker supplied by Caring Works for the Extended Assignment:
- (a) the Temporary Worker Fees payable by the Client during the Extended Assignment shall be those applicable immediately before Caring Works received the Client's notice of election;
 - (b) at the end of the Extended Assignment, the Client may Engage the Temporary Worker without paying the Introduction Fee; and
 - (c) if the Client chooses an Extended Assignment but engages the Temporary Worker before the end of the Extended Assignment, the Introduction Fee may be charged by Caring Works.
- 3.5. This clause shall also apply where the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker.

4. UNSATISFACTORY TEMPORARY WORKERS

- 4.1. The Client undertakes to supervise the Temporary Worker to ensure the Client's satisfaction with the Temporary Worker's standard of work.
- 4.2. If the Client believes that a Temporary Worker is unsuitable to perform the Assignment or is inconsistent with any information previously provided including where a Temporary Worker ceases to have the appropriate skills, approvals or a right to work in the United Kingdom, (an **Unsatisfactory Temporary Worker**), then the Client shall notify Caring Works in writing immediately of that fact giving reasonable grounds for its dissatisfaction with the Unsatisfactory Temporary Worker.
- 4.3. The Client may terminate the Assignment by instructing the Unsatisfactory Temporary Worker to leave the Assignment immediately and notifying Caring Works immediately, or by directing Caring Works immediately to remove the Unsatisfactory Temporary Worker. In such circumstances, Caring Works may reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates before the end of the first day of the Assignment or within two hours of the start of the Assignment if the Temporary Worker is to be used for less than 12 hours in any one week.
- 4.4. Caring Works shall notify the Client if it reasonably believes that any Temporary Worker is unsuitable for the Assignment.
- 4.5. In all other circumstances where the Temporary Worker is suitable during the assignment, and the Client has requested to cancel a pre-booked Assignment within 24 hours of the Assignment commencing, then the Client will be charged for the whole shift. Where the Client has booked an Assignment within 24 hours of it commencing, but cancels within 4 hours of the start time, then the Client will be charged a payment of a sum equal to 6 hours of the cancelled shift.

5. FEES AND VAT

- 5.1. The Client will pay Caring Works Temporary Worker Fees in respect of Temporary Workers in accordance with the scale of charges advised to the Client at the time of booking. The Temporary Worker Fees comprise the Temporary Worker's pay and holiday pay and include Caring Works and employer's National Insurance contributions. The following conditions apply to the Temporary Worker Fees:
- (a) they are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour);
 - (b) the minimum period of any Assignment shall be 6 hours;
 - (c) the Client shall during the Assignment sign a time sheet verifying the number of hours worked by the Temporary Worker during a particular week. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform Caring Works immediately and shall co-operate fully and in a timely fashion with Caring Works to enable Caring Works to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client of its obligation to pay the Temporary Worker Fees in respect of the hours actually worked;

(d) the Client acknowledges that it shall not decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable or unsatisfactory work the provisions of Clause 4.2 shall apply;

(e) Caring Works shall submit all invoices together with the applicable signed time sheets verifying the number of hours worked by the Temporary Worker;

(f) Caring Works shall invoice the Client monthly in arrears and invoices are payable within 14 days of receipt. No fee is incurred by the Client until the Temporary Worker has commenced the Assignment;

(g) the Client shall not be required to pay Temporary Worker Fees for any absences (for whatever reason) of a Temporary Worker;

(h) Caring Works shall not withhold any payment due to a Temporary Worker because of any failure by the Client to pay Caring Works.

5.2. Caring Works shall charge VAT to the Client, at the prevailing rate with a VAT invoice.

6. SURVIVAL

6.1. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

6.2. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

7. ANNOUNCEMENTS

7.1. Neither party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

8. INDEMNITIES AND INSURANCE

8.1. Temporary Workers are not the employees of Caring Works but 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. Every effort is made by Caring Works to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further provide them in accordance with the Client's booking details.

8.2. Caring Works shall Indemnify the Client and any successor to the Employment Business against all liability, assessment or claim:

(a) for any National Insurance contributions, income tax or other liability to taxation where such liability, assessment or claim arises or is made in connection with payments made by the Client in respect of any Temporary Worker while provided as such by Caring Works to the Client; or

(b) arising from any Temporary Worker having at any time claimed, or being held or deemed, to have been an employee of the Client or to have been otherwise engaged directly by the Client, including against any liability arising from or in connection with any claim for wrongful or unfair dismissal or for a redundancy payment.

8.3. The Client shall be responsible for ensuring its own compliance in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations and health and safety legislation, including, in particular, the provision of employer's and public liability Insurance for the Temporary Worker during all Assignments.

8.4. Caring Works shall be responsible for ensuring Temporary Workers comply with:

(a) all relevant statutes, laws, regulations and codes of practice from time to time in force applicable to the performance of an Assignment and applicable to the Client's business;

(b) the Client's health and safety policy and other policies whilst the Temporary Workers are on the Client's premises or any of the Client's customers' or suppliers' or agents' (direct or indirect) premises; and
(c) a restriction not to disclose any confidential information of the Client or of any of the Client's customers or suppliers or agents (direct or indirect), which they may acquire during the course of the Assignment.

8.5. The Caring Works shall indemnify the Client, and to the extent required from time to time by the Client, its officers, agents and employees, against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) (**Indemnify**) suffered or incurred by the Client arising out of or in connection with the Caring Work's negligence, misrepresentation or the breach of any obligation to be performed by Caring Work's under this agreement.

8.6. The provisions of this clause shall survive termination of this agreement.

9. QUALIFYING TEMPORARY WORKERS

9.1. Before a Temporary Worker starts an Assignment, Caring Works shall notify the Client if either:

(a) the Temporary Worker is a Qualifying Temporary Worker in relation to the Assignment; or
(b) the Temporary Worker will become a Qualifying Temporary Worker during the course of the Assignment, and Caring Works shall advise the Client of the applicable Temporary Worker Fees, including any Other Qualifying Payments which may be payable.

9.2. Caring Works shall comply with their obligations under the AWR 2010, including but not limited to providing any Qualifying Temporary Worker with the Relevant Terms and Conditions in accordance with regulation 5 of the AWR 2010.

9.3. The Client shall at all times comply with its obligations under the AWR 2010, including but not limited to providing any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulations 12 and 13 of the AWR 2010.

9.4. Caring Works shall Indemnify the Client against any liability, cost, claim, award or any other expense incurred by the Client arising out of a breach or alleged breach by Caring Works, its subcontractors or any other intermediaries, of the AWR 2010.

9.5. If either party receives an allegation that there has been a breach of the AWR 2010 in relation to the supply of a Temporary Worker to the Client by Caring Works (whether that allegation has been made as a request for information under regulation 16 of the AWR 2010 or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party and complying with any reasonable requests in relation to the contents of any response.

9.6. During the term of this agreement, Caring Works shall maintain in force professional indemnity insurance and shall on the Client's request, produce both the insurance certificate giving details of the cover and the receipt for the current year's premium.

9.7. The provisions of this Clause 9 shall survive termination of this agreement.

10. CONFIDENTIALITY

10.1. Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 10.2.

10.2. Each party may disclose confidential information regarding the other:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses confidential information comply with this Clause 10; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3. No party shall use the other's confidential information for any purpose other than to perform its obligations under or in connection with this agreement.

11. DATA PROTECTION

11.1. The following definitions apply in this Clause 12:

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

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

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

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

Shared Personal Data: the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- *Personal data of individuals*, which includes: personal contact details such as name, title, addresses, telephone numbers, and personal email addresses; date of birth; gender; marital status and dependants; next of kin and emergency contact information; National Insurance number; Bank account details, payroll records and tax status information; salary, annual leave, pension and benefits information; start date; location of employment or workplace; copy of driving license/passport/identity documents; recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process); employment records (including job titles, work history, working hours, training records and professional memberships); compensation history; performance information; disciplinary and grievance information; CCTV footage and other information obtained through electronic means such as swipecard records; information about use of information and communications systems; photographs; and

- *Special categories of personal data of individuals* may also be collected, which includes: information about race or ethnicity, religious beliefs, sexual orientation and political opinions; trade union membership; information about health, including any medical condition, health and sickness records; genetic information and biometric data; information about criminal convictions and offences.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 11.2. This Clause 12 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 11.3. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 11.4. Each party shall:
- (a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
 - (b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - (c) process the Shared Personal Data only for the Agreed Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
 - (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
 - (g) not transfer any personal data outside of the European Economic Area unless the transferor:
 - (i) complies with the provisions of Article 26 of the General Data Protection Regulation (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the General Data Protection Regulation; (ii) there are appropriate safeguards in place pursuant to Article 46 of the General Data Protection Regulation; or (iii) one of the derogations for specific situations in Article 49 of the General Data Protection Regulation applies to the transfer.
- 11.5. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - (b) promptly inform the other party about the receipt of any data subject access request;
 - (c) provide the other party with reasonable assistance in complying with any data subject access request.

12. ASSIGNMENT AND OTHER DEALINGS

- 12.1. Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 12.2. Caring Works shall not subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent without the prior written consent of the Client. It shall be a condition of such consent that the subcontractor signs and observes an agreement containing terms at least as onerous as those contained in this agreement. Without prejudice to this clause, Caring Works shall in all cases retain sole responsibility for the performance of the tasks assigned to it under this agreement, regardless of the use of authorised or unauthorised subcontractors and Caring Works shall be liable for the acts and omissions of

any subcontractor (of any tier and authorised and unauthorised) or any intermediaries whatsoever as if they were the acts and omissions of Caring Works itself.

13. NO PARTNERSHIP OR AGENCY

13.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

13.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14. NON-SOLICITATION

14.1. Neither party shall, either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the other party who has worked on the services provided under this agreement at any time during the term of this agreement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such executives of the other party.

15. WARRANTIES AND UNDERTAKINGS

15.1. Caring Works warrants that has the necessary expertise to provide the services contemplated in this agreement and will perform them in keeping with the highest professional business standards by using appropriately qualified, experienced and trained personnel.

15.2. Caring Works warrants that it does and it shall comply with the all relevant statutes, laws, regulations and codes of practice from time to time in force in the relevant Territory.

15.3. Each party warrants that it has full capacity and authority to enter into and perform this agreement.

16. VARIATION

16.1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. DEFAULT AND EARLY TERMINATION

17.1. Without affecting any other right or remedy available to it, the Client may terminate this agreement with immediate effect by giving written notice to Caring Works if:

(a) Caring Works commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing to do so;

(b) Caring Works applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986 or an application is made to court, or an order is made, for the appointment of an administrator;

(c) the Employment Business suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business.

18. ENTIRE AGREEMENT

18.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2. Both parties acknowledge that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

18.3. Both parties agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

19. FORCE MAJEURE

- 19.1. Either party shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

20. SEVERANCE

- 20.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 20.2. If any provision or part-provision of this agreement is deemed deleted under Clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. THIRD PARTY RIGHTS

- 21.1. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22. NOTICES

- 22.1. With the exception of notices given by the Client pursuant to Clause 4.2, which may be given by telephone, any notice or other communication given to Caring Works under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business; or
 - (b) sent by email to the address specified in correspondence with the Client.
- 22.2. Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 22.2(c) business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 22.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. GOVERNING LAW

- 23.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24. JURISDICTION

- 24.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.



The Coach House
5 Mill Street
Derby
DE1 1DY

01332 460055
caringworks.co.uk



I confirm that I have read, understood and accept the attached Caring Works Terms and Conditions of Supply of Temporary Workers.

Signed on behalf of Client:

Print Name:

Company:

Date:

Signed on behalf of Caring Works:

Signed:

Print Name:

Date: