This schedule governs all Service Level Agreements, KPI's and fees payable between SupplyBank (MSP) and the Supplier, including Temporary Worker fees, Transfer Fees, and Permanent and Fixed Term Recruitment Fees. It is self-contained. The Supplier is not a party to any framework contract and no such contract is incorporated herein.

How to read this schedule

"Supplier" means the sub-agency. "MSP" means SupplyBank (Teaching Personnel Limited). "Client" means the school, academy trust or other educational establishment that has engaged SupplyBank as managed service provider. Defined terms are set out in clause 1.

SCHEDULE 1 – Service Level Agreement / KPI's

1. Service Level Supplier Response Timescales

1. 1 The following table outlines the expected maximum response time to a Client's booking request for a Temporary Worker, depending on when the Client requires the Worker to commence work:

Commencement Time from Placing Booking	Maximum Response Time
Less than 12 hours	15 Mins
Less than 24 hours	1 hour
Between 1 and 2 days	2 hours
3 days	4 hours
4 days	24 hours
Between 5 and 7 days	48 Hours
Greater than 7 days	72 hours

2. Key Performance Indicators

Key Performance Indicator		Measured By	Service Target
1. Communication			
1.1	Annual service review between the MSP and Supplier to review performance versus KPIs	Minutes of reviews recorded	Annually with all suppliers
2. Compliance			
2.1	Equal opportunities legislation adhered to	All preferred agencies audited on equal opportunities compliance	100%
2.2	Working time regulations adhered to	Opt outs signed by temps or hours monitored by agencies	100%
3. Invoicing			
3.1	All timesheets to be submitted on VMS no agency timesheets to be sent to Client	Complaints report	100%
4. Service			

4.1	Availability of Supplier representative	Complaints report monthly	07:00 – 18:00 hours Monday to Friday
4.2	The Supplier must inform the MSP of any direct contact between the Supplier and Hiring Manager. In addition, the Supplier will not send speculative emails or make unsolicited calls to the Client	Complaints report	100%
5. Recruitment Process			
5.1	All candidates must have been qualified and must have confirmed in writing that the Supplier can represent them to the client for the specific role or utilising the unique VMS/ATS number.	Ad hoc audits	100%
5.2	Supplier must remove all company logos and Supplier's contact details from CVs.	Complaints report	100%
5.3	In accordance with the response times in listed in Clause 1 of this Schedule 1.	VMS/ATS report	100%
5.4	For Long Term and Permanent roles - CV to interview. The number of Candidates presented to the role to those who are invited to interview.	VMS/ATS report	3:1
5.5	For Long Term and Permanent roles - Interview to Offer. The number of Candidates who undertake an interview to the number which receive and offer.	VMS/ATS report	5:1
5.6	For Short Term roles – Offer to Candidates starting.	VMS/ATS report	95%
6. Worker Quality			
6.1	Number of candidates who have completed required vetting prior to engagement start date as a percentage of total starters in reporting period (any exceptions to be agreed in writing between the Parties)	VMS reports	100%
6.2	Vetting compliance - % accuracy when audited against agreed vetting standards	Audit reports	100% of audited files to be fully compliant
6.3	Percentage of Temporary Workers who are asked to leave their Assignment prior to Assignment end date due to poor feedback from client	VMS	5% or less
6.4	Assessment of hiring manager's satisfaction with worker/hire	Survey Results	Average score of 4 out of 5

SCHEDULE 2 – Pricing Schedule

1. Temporary Worker Fees

1.1 The Supplier acknowledges and agrees that fees paid by the MSP for Temporary Worker shall comprise the fees agreed between the parties for the Services and the Supplier's agreed total 'Cost of Service'. The supplier warrants, represents and undertakes that it shall at no time submit Temporary Workers to the MSP and the Client for (or otherwise deduct from the fees paid by the MSP) a total 'Cost of Service' in excess of the agreed maximum in the table 1 below.

1.2 The Supplier total charge rate submitted in the VMS for each Temporary Worker shall include all the following **a.)** Temporary Worker's pay rate **b.)** Statutory On Costs (max 18.5% for calculation purposes only, and subject to such adjustment as may be required to ensure compliance with applicable law) **c.)** Cost of Service (max agreed with client see individual rate card) and **d.)** MSP fee, equalling 2.5% of the charges to the Client.

1.3 The MSP fee shall be deducted from the total charge rate and shall be deemed to form part of, and not be additional to, the Supplier's cost of Service. Accordingly, the Supplier's Cost of Service, inclusive of the MSP shall not exceed the maximum level specified in Table 1 or any applicable Client rate Card.
For the avoidance of doubt, the Supplier shall not submit, and the MSP shall not be obliged to accept, any charge rate which would result in the applicable Cost of Service exceeding such maximum. An illustrative calculation of the total charge rate is set out in Table 2.

Table 1 - Maximum Cost of Service

Category of Temporary Worker	Maximum Supplier Cost of Service
Temporary Worker sourced through the Supplier	£40.00

Table 2 - Example calculation of a PAYE worker bill rate to the Client

A	B	C	D	E
Example pay rate	**Statutory Costs maximum 18.5% for calc**	**Cost of Service**	**MSP Fee – 2.5%**	**Total bill rate**
£100	£18.50	£35.00	£3.75	£153.50

For the avoidance of doubt the max total 'Cost of Service' including the statutory charges set out above can be amended under a signed contract addendum in the event of a change in the relevant labour legislation.

1.3 The Supplier shall be responsible for conducting vetting and screening to the Client's required standards and policies for all Temporary Workers. There will be no charge from the Supplier for conducting or auditing vetting and screening of Temporary Workers.

1.4 Where the Agency Worker Regulations apply the Temporary Worker will receive the required review process to determine any changes required to adhere to a compliant AWR determination. If after the review, there is a requirement to amend the pay rate for the Temporary Worker, the MSP will inform the Supplier or the pay rate applicable to the Temporary Worker and the total bill rate applicable. The total bill rate will be determined via a fixed calculation covering on costs, supplier mark up and MSP Fee. The calculation will enable the Supplier to maintain the supplier markup from the pre-AWR Assignment.

2. Transfer fees

2.1 Where a Temporary Worker has been provided by the Supplier on a temporary basis (i.e., is paid by the Supplier rather than the Client), and the Client then wishes to take the Temporary Worker on as an employee, if the Client has provided four weeks written notice then the Supplier will be entitled to charge the Client a fee known as the Transfer Fee of £2,400, which is reduced by £40 for each working day the Temporary Worker has worked with the client as shown in the below examples:

Amount of Days worked by the Temporary Worker	**Amount to be deducted from the fee**	**Transfer Fee**
5 Days worked	£200	£2,200
10 Days worked	£400	£2,000
15 Days worked	£600	£1,800
20 Days worked	£800	£1,600
30 Days worked	£1,200	£1,200
40 Days worked	£1,600	£800
50 Days worked	£2,000	£400
60+ Days worked	£2,400	£0

and, subject to the following:

2.2 Where transfer fees apply, they will be calculated in line with the agreed pricing schedule above.

2.3 For assignments lasting 60 worked days or more, if the Customer hires the Worker permanently without providing the required four weeks' written notice, the transfer fee will equal the amount the Supplier would have earned during the notice period.

2.4 For assignments shorter than 60 worked days, if the Customer hires the Worker permanently without giving notice, the transfer fee will be calculated on a sliding scale, equivalent to the agency's projected earnings over a 12 week period.

3. Permanent and Fixed Term Contract Recruitment Fees

3.1 Where a worker is taken on a permanent hire the fee will be calculated at 15% of the Engaged Candidate's base salary received from the Client for the period of 12 calendar

months from the date of Commencement of the Engagement as consideration for making a successful initial Introduction.

3.2 The MSP will pay the Supplier the fee minus the 2.5% MSP fee which is deducted before payment for example if charging the client £3,500 the MSP fee would be £87.50 (2.5%) and the supplier would be paid £3,412.50.

For the purpose of this clause, 'Base Salary' means:

Annual gross base salary only, excluding bonus, on target earnings, company car, car allowance, share scheme, benefits and the like;

And

For contracts of less than 12 months ("Fixed Term Contracts") the fee will be calculated in accordance with the charges quoted above and then adjusted in proportion to the length of the Fixed Term Contract.

4. Any Other Fees

4.1 In the event that a Temporary Worker or Permanent Worker is placed directly with the Client without prior written agreement of the MSP then it shall be deemed as non-compliance and may lead to the termination of the Agreement. In any event no Fee shall be due from the MSP or the Client with respect to such placement.

4.2 In the event that any Temporary Worker supplied by the Supplier to the Client via the MSP is recruited by the Client as a direct employee following an application by that Temporary Worker through the Client's normal public recruitment and selection procedures, no Introduction Fee or Transfer Fee whatsoever will be payable by the Client or the MSP to the Supplier.

5. General

5.1 All Fees are fixed for the Term of this Agreement.

5.2 The MSP will not pay any expenses to Temporary Workers unless they have been approved in writing by the Client prior to the Temporary Worker incurring them and submitted in the VMS promptly. Expenses must be line with the Client's expenses policy. The Supplier shall not charge a mark-up on expenses.

5.3 Unless agreed otherwise between the parties in writing, hours worked in excess of 40 hours per week and Saturday hours will be charged at the Temporary Worker and Supplier's standard rate.

SCHEDULE 3 – SUPPORTING EDUCATION UNITED KINGDOM SUPPLIER CODE OF CONDUCT

POLICY STATEMENT

Supporting Education Group and its associated companies (www.supportingeducation.com) requires all employees, officers and directors to act responsibly, professionally, and ethically in all business relationships. To that end, Supporting Education has adopted this Code of Conduct which must be adhered to. Key principles include the following:

- ✓ complying with all applicable laws, rules, and company policies;
- ✓ avoiding actual and apparent conflicts of interest;
- ✓ maintaining confidentiality of non-public information;
- ✓ keeping accurate records**;**
- ✓ dealing fairly with the competition and suppliers;
- ✓ continually striving to maintain a discrimination and harassment free environment.

This Supplier Code of Conduct is based on these principles and applies to all suppliers to Supporting Education and/or Supporting Education group companies. Suppliers represent a critical component of Supporting Education Group's performance and value proposition. As our relationship grows and matures with certain suppliers, we expect our suppliers to evolve to better fit our enterprise. Suppliers that cannot or will not adhere to this Supplier Code of Conduct must immediately advise Supporting Education and may be disqualified as a Supporting Education Group supplier. The following details the basic requirements for a Supporting Education Group supplier to adhere to:

Compliance with Laws, Rules and Regulations:

Suppliers must comply with all applicable laws, rules, and regulations of the places where they do business and this includes, but is not limited to, the Criminal Finances Act 2017, the Modern Slavery Act 2015, General Data Protection Regulations and the Bribery Act 2010. If any law, rule or regulation conflicts with this Supplier Code of Conduct, the Supplier should bring such conflict to the attention of SupplyBank.

Health, Safety, and Environment:

Suppliers must be committed to provide safe working conditions and a healthy work environment. Suppliers must act with care and respect for both the environment and the people who live in the communities where they conduct business. Suppliers must follow all applicable safety, health and environment laws, regulations, rules and practices, including providing a workplace free from violence and the influence of illegal drugs or alcohol.

Business Entertainment and Gifts:

Suppliers may use lawful, legitimate and reasonable business entertainment and gifts for the purpose of creating goodwill and sound working relationships, not to gain unfair advantage. However, depending upon circumstances**,** Suppliers that provide business entertainment or gifts deemed inappropriate may be disqualified as Supporting Education Group supplier.
Suppliers may not make facilitation payments or make gifts or behalf of Supporting Education Group.

Conflicts of Interest:

Suppliers and their employees must avoid creating actual or apparent conflicts of interest. Conflicts of interest can arise when a supplier takes an action or has an interest that may make it difficult for the supplier to engage in legitimate business transactions. Conflicts of interest also arise when a supplier, a supplier's employee, or a member of his or her family, attempts to obtain improper access to Supporting Education or personal benefits (including loans, guarantees of obligations or acquisitions of interests in transactions involving Supporting Education or its clients or suppliers) as a result of his or her position with the supplier.
If you believe that a transaction, relationship, or other circumstance creates or may create a conflict of interest, you should promptly report this concern to SupplyBank.

Record Keeping:

Suppliers must accurately record and report information to make responsible business decisions. All business expenses should be documented accurately, and books, records, accounts, and financial statements should be maintained in reasonable detail, appropriately reflect transactions with SupplyBank, and conform both to applicable legal requirements and to its system of internal controls.

Competition and Fair Dealing:

Suppliers must deal fairly with Supporting Education Group's clients, suppliers, competitors and employees. Suppliers must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information or any other unfair practice. Suppliers must not engage in unethical or illegal business practices such as stealing proprietary information, misrepresenting important facts, possessing or using trade secret information that was obtained without the owner's consent, or inducing disclosure of this type of information by past or present employees of other companies.

Discrimination and Harassment:

Suppliers must refrain from all forms of unlawful discrimination and harassment in the conduct of its business. Suppliers shall not engage in discrimination based on race, colour, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, union membership, or marital status in hiring and employment practices such as promoting, rewards, and access to training.

Confidentiality:

Suppliers must strictly adhere to all confidentiality obligations. Confidential information includes proprietary information such as trade secrets, know-how, business and marketing plans, sales forecasts, engineering and manufacturing ideas, designs, innovations, databases, records, supply chain information, salary information, and unpublished financial data and reports, as well as any non-public information that might be of use to competitors or harmful to Supporting Education or its clients if

disclosed. Suppliers must ensure the confidentiality of confidential information continues even after the supplier / customer relationship ends.

Management of Sub-Suppliers:

Suppliers must manage their sub-tier suppliers in accordance with the same principles outlined in this Supplier Code of Conduct.

Supplier Diversity:

Supplier diversity is a very important part of Supporting Education Group's business strategy. It is a part of our business process which seeks to diversify our supply base. Our focus is on enhancing a corporate supply chain that reflects the diversity of the communities in which we work. At SupplyBank, developing mutually beneficial business relationships that produce value to our company and our clients is paramount to our success. We encourage our suppliers to identify and develop qualified and capable minority and small disadvantaged businesses. Our client base includes entities that require this as a condition of doing business and therefore Supporting Education Group expects suppliers to be aware of and to promote this initiative wherever feasible.

Labour and Human Rights

Supporting Education Group's suppliers must have the highest legal and ethical standards in dealing with employees and workforce ("Workers"). All suppliers will warrant that they have implemented systems and controls aimed at ensuring compliance to the Modern Slavery Act 2015 and specifically:

- ✓ Workers shall not be subject to forced, prison, bonded, indentured, slave, trafficked or compulsory labour in any form, including forced overtime. All work must be carried out voluntarily.
- ✓ Workers and their families with them shall not be subject to harsh or inhumane treatment, including but not limited to physical punishment, physical, psychological or sexual violence or coercion, verbal abuse, harassment or intimidation.
- ✓ Workers must have the right to terminate their employment freely, subject to a reasonable period of notice in accordance with the applicable laws and collective agreements and without any improper penalties.
- ✓ Workers shall not have their identity or travel permits, passports or other official documents or any other valuable items confiscated or withheld as a condition of engagement and the withholding of property shall not be used directly or indirectly to restrict Workers' freedoms or create workplace slavery.
- ✓ Fees or costs associated with the recruitment of Workers (including but not limited to fees related to work visas, travel costs and document processing costs) shall not be charged to workers whether directly or indirectly. Similarly, Workers shall not be required to make payments which have the intent or effect of creating workplace slavery, including security payments, or be required to repay debt through work.
- ✓ Wages should be paid regularly and directly to the Worker and in legal tender.
- ✓ There shall be no use of child labour even when local customs permit such practices. If Workers under the age of 18 are permitted and engaged then particular care should be taken as to the duties they carry out and the conditions which they are required to work to ensure that they come

to no physical, mental or other harm as a direct or indirect result of their work or working conditions.

- ✓ Workers shall be free to move without restrictions and shall not be physically confined to the place of work or other supplier controlled locations (for example accommodation blocks). There shall be no requirement on Workers that they take accommodation in a Supplier controlled premises.
- ✓ Workers shall be free to file grievances or complaints to the supplier about the supplier's treatment of them and Workers shall not suffer detriment, retaliation or victimization for having raised a grievance or complaint.
- ✓ Suppliers shall ensure that a system is put in place to ensure Workers are able to confidentially report any concerns to the supplier.

REPORTING

Supporting Education Group will require suppliers to confirm compliance to this Supplier Code of Conduct in writing and suppliers will respond to this promptly and honestly.
If you have any concerns about a breach of this Supplier Code of Conduct you may report this on a confidential basis to your account team or Supplier@supply-bank.com.

SUPPORTING EDUCATION GROUP'S COMMITMENT TO SUPPLIERS

Supporting Education Group promises to adhere to its own Code of Conduct in its dealings with suppliers. For those suppliers who meet the high standards required to become a Supporting Education supplier, we requests your co-operation to mutually hold each other accountable. Supporting Education wants to be recognised as your customer of choice and welcomes open and honest feedback.
If you have any questions regarding this document, contact your account team directly or Supplier@supply-bank.com

SCHEDULE 4 – Local Arrangements

1. ADDITIONAL DEFINITIONS:

"Client" means the school, academy trust or other educational establishment that has engaged SupplyBank as managed service provider

"Personnel" means any persons employed or otherwise engaged by the Agency (or any permitted subcontractor of the Agency) but excluding any Temporary Worker in providing any or part of the Services

2. VETTING & REFERENCING

2.1 The Supplier will procure that either the Supplier or the Secondary Agency carry out the requisite Pre-Employment, and where relevant, Safeguarding checks in line with the required legislation including but not limited to that stated in 3.2, which shall cover the following as a minimum:

2.1.1 Relevant Reference, Training and Qualification Checks

2.1.2 Employment History

2.1.3 Relevant Identity and Right-to-Work Checks

2.1.4 Professional Registration Checks

2.1.5 Medical Checks

2.1.6 DBS, Safeguarding and Compliance Checks relevant to the role

2.2 Where a potential Temporary Worker first registers with a Supplier, then it is expected that a face-to-face interview, either in person or via video call shall be held between the Supplier and Temporary Worker, so that the Supplier is able to verify the person and all the relevant information required.

2.3 Where requested by the Client, the Supplier must be able to demonstrate that the required Pre-Employment and Safeguarding checks have been carried, and a decision on the suitability of the Temporary Worker has been made prior to the Worker being placed with the Client.

2.4 Where applicable, the Supplier shall ensure that the Temporary Worker has been appropriately DBS (Disclosure and Barring Service) checked within the 12 months prior to the commencement of an Appointment, be that either a full check or a reviewing an update from the DBS update service

2.4.1 Enhanced plus barred list for those in a regulated activity

2.4.2 Enhanced for those with the opportunity for contact with vulnerable groups

2.5 The costs for all safeguarding and pre-employment checks shall not be borne by the Client.

2.6 Where a Temporary Worker is being placed in an Education setting, then the Supplier or Secondary Agency must have carried out checks in accordance with the Department for Education's latest Keeping Children Safe in Education guidance document.

https://assets.publishing.service.gov.uk/media/68add931969253904d155860/Keeping_children_safe_in_education_from_1_September_2025.pdf2.7 The Supplier shall ensure that it maintains

the Temporary Workers permission (in writing), for the relevant safeguard and pre-employment checks to be performed and for the results to be retained by the Supplier and be available to be viewed by relevant organisations, including the Clients, for inspection and audit purposes.

2.8 If a Temporary Worker refuses to provide the required permission, then that Temporary Worker is not to be put forward for any Appointments via this Contract.

2.9 All documents provided by the Supplier shall be current and provided in a non-editable format.".

2.10 The Supplier shall advise the Temporary Worker that, after their most recent DBS check, should the Temporary Worker be subject to a criminal conviction, any form of investigation or prosecution in relation to a criminal act, which would lead to a criminal prosecution or police caution, then they are to immediately inform the Supplier. The Supplier will then inform the Client, who can make an informed decision around if the Appointment is to continue with the Worker.

3. APPLICABLE LEGISLATION, STANDARDS AND ACCREDITATIONS

3.1 The Supplier will provide recruitment services for the provision of Temporary Workers, applicable to be considered as both an employment business for temporary assignments and an employment agency for permanent assignments.

3.2 The Supplier must be aware of and compliant with all current legislation and shall ensure compliance with any future changes to applicable legislation or any new future applicable legislation.

Agency Workers Regulations (AWR)

https://www.legislation.gov.uk/uksi/2010/93/contents

Employment Agencies Act 1973

https://www.legislation.gov.uk/ukpga/1973/35/contents/enacted

Conduct of Employment Agencies and Employment Businesses Regulations

http://www.legislation.gov.uk/uksi/2003/3319/contents/made

UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018

https://www.legislation.gov.uk/ukpga/2018/12/contents

https://www.gov.uk/data-protection

Off-Payroll Working in the Public Sector (IR35) legislation

https://www.legislation.gov.uk/ukpga/2003/1/contents

https://www.legislation.gov.uk/uksi/2000/727/contents

https://www.gov.uk/guidance/understanding-off-payroll-working-ir35

National Minimum wage and National Living Wage

https://www.legislation.gov.uk/ukpga/1998/39/contents

https://www.gov.uk/national-minimum-wage-rates

Keeping Children Safe in Education

https://www.gov.uk/government/publications/keeping-children-safe-in-education--2

Right to Work checks

https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1071247/Employer_s_Guide_to_Right_to_Work_Checks__PDF_.pdf

Sections 15 to 25 of the Immigration, Asylum and Nationality Act 2006:

https://www.legislation.gov.uk/ukpga/2006/13/contents

Section 24B of the Immigration Act 1971:

https://www.legislation.gov.uk/ukpga/1971/77/contents

Schedule 6 of the Immigration Act 2016

https://www.legislation.gov.uk/ukpga/2016/19/contents

https://www.gov.uk/government/collections/right-to-work-checks-employer-guidance

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1071247/Employer_s_Guide_to_Right_to_Work_Checks__PDF_.pdf

Education Act 2002

https://www.legislation.gov.uk/ukpga/2002/32/contents

Safeguarding Vulnerable Groups Act 2006

https://www.legislation.gov.uk/ukpga/2006/47/contents

4. TUPE

4.1 On termination of this Agreement the Supplier shall provide the MSP with all reasonable assistance to ensure an orderly transfer of the Service at no charge. The Parties hereby acknowledge that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply to the transfer of some or all of the Temporary Workers and/or employees and accordingly, in this event, the Supplier shall comply with its obligations in connection with TUPE. Further, the Supplier shall provide to the MSP any information required by the MSP or the Client in respect of such transfer.

4.2 The Supplier shall where required consult with the representatives of a recognised trade union or elected employee representatives or any other body with jurisdiction in respect of any transfer of any of the Temporary Workers, and shall provide to the MSP any information required by the MSP or the Client in respect of such a transfer.

4.3 During the three (3) month period preceding the expiry of the Agreement or within any period of notice of termination, the Supplier shall not without the prior written agreement of the MSP

(a) materially amend the terms and conditions of employment, terminate or give notice to terminate the employment of contracts of any employee whose work, wholly or mainly falls within the scope of this Agreement;
(b) materially increase or decrease the number of employees whose work (or any part of it) is work undertaken for the purposes of this Agreement, save where this is necessary for the provision of the Services in accordance with this Agreement;
(c) increase the proportion of working time spent on the Services (or the relevant part) by any of the Supplier's personnel save for fulfilling Assignments and projects previously scheduled and agreed with the MSP; and
(d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employee whose work, wholly or mainly falls within the scope of this Agreement.

4.4 The Supplier shall not knowingly do or omit to do anything, which may adversely affect an orderly transfer of responsibility for provision of the Services.

4.5 The Supplier agrees to indemnify the MSP and the Client and any replacement Supplier fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to:
(a) the provision of TUPE related information;
(b) all actions, omissions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever which are caused or contributed to prior to the date of the Relevant Transfer as defined by TUPE;
(c) the transfer to the MSP, the Client (or any replacement provider of the Services), by virtue of TUPE, of the employment of any Personnel;
(d) any claim made by or in respect of any person employed or formerly employed by the Supplier;
(e) anything done or omitted to be done by the Supplier (including any failure to comply with any of their respective legal obligations) in respect of any Personnel or any other person who is / was employed or engaged by the Supplier;
(f) any action taken against the Client in respect of the Personnel and/or Temporary Worker, any former employee and/or any other person who was employed or engaged by the Supplier (including tribunal claims and / or other court claims by the Personnel, any trade union, employee representative or body of employees or their representatives, or by any other person).

4.6. The Supplier will notify the MSP in writing in the event that the Supplier considers (or should reasonably consider) that any of the Supplier's or its permitted subcontractors', employees, officers or agents is wholly or mainly assigned to, employed in and/or otherwise engaged in the performance of the Services and/or the Supplier's obligations under this Agreement.

5. AGENCY WORKERS REGULATIONS

5.1 The Supplier shall advise the MSP in writing of any qualifying period of time as defined by Regulation 7 of AWR ("Qualifying Period") a Temporary Worker has accrued with the Client prior to the start of an Assignment.

5.2 The Supplier shall advise the MSP in writing when the Temporary Worker achieves twelve (12) Qualifying Period weeks.

5.3 The Supplier shall, as soon as reasonably practical, and in any event within five (5) working days, inform the MSP if it reasonably believes any Temporary Worker supplied by

it may not be receiving any equal rights they are entitled to, or provision has not be made for any Temporary Worker to receive any relevant rights, benefits or pay under AWR.

5.4 The MSP shall as soon as reasonably practical:

(a) notify the Supplier if it reasonably believes that any Temporary Worker supplied by the Supplier may be entitled to any additional benefits or pay as a result of AWR and provide the Supplier with any information that the Client has provided to the MSP in this regard; and

(b) upon being requested to do so by the Supplier, provide the Supplier with reasonable assistance (including providing the Supplier with all information supplied to the MSP by the Client) in relation to the Supplier's obligations and duties under AWR.

5.5 If the MSP notifies the Supplier under Paragraph 5.4, the Supplier shall ensure that the Temporary Worker is afforded the relevant rights, benefits and pay at the applicable time in accordance with Regulations 5 and 6 of AWR.

5.6 Following any change to the Temporary Worker's rights, benefits and pay the Supplier shall advise the MSP of any change to the fees or terms and conditions applicable to the Temporary Worker's Assignment and the effective date of the change.

5.7 Notwithstanding the above, the Supplier shall be responsible for ensuring the Temporary Worker obtains all rights afforded to it under AWR including without limitation, where applicable, equal pay and equality in relation to basic working and employment conditions as defined in Regulations 5 and 6 of AWR.

5.8 The parties agree that they will both treat any Temporary Worker who is an individual providing service via his or her own professional services limited company as outside of scope of AWR. If for any reason, the Supplier believes the Temporary Worker will be inside the scope of AWR it shall immediately advise the MSP. In circumstances where the MSP has reason to believe that such an individual is actually inside of the scope of AWR, the MSP reserves the right to provide the Supplier with the information set out in Paragraph 3.8 and the Supplier will be responsible for ensuring that such individual receives any benefits or pay due as a result of AWR. For the avoidance of doubt, any Temporary Worker who is an individual providing service via an Intermediary will be considered inside of AWR.

5.9 The Supplier shall be liable for, and shall indemnify the MSP and the Client against any expense, liability, loss, claim or proceedings as a result of a Temporary Worker claiming rights under the Agency Worker Regulations 2010, save to the extent the MSP has caused the claim.

5.10 Each party shall advise the other party in writing of any:

(a) oral or written complaint the Temporary Worker makes which is or may be a complaint connected with rights under AWR;

(b) written request for information relating to the AWR rights that is received from the Temporary Worker;

as soon as possible but no later than five (5) working days from the day in which any such oral or written complaint or request is received. Each party will take such action and give such information and assistance as the other party may reasonably request in order to resolve any such complaint or to provide any such information in a written statement to the Temporary Worker.

5.11 For the avoidance of doubt, Temporary Workers are exempt from the Client's Success Share scheme (or any scheme that is its successor) and any additional Client performance or non-performance based payment.

6. CLIENT SUPERVISION & CONTROL

6.1 The MSP confirms it has secured written confirmation from the Client that the Client shall use reasonable endeavours to supervise the Temporary Worker to ensure the Client's satisfaction with the Temporary Worker's standards of work and that the Supplier shall have no opportunity to supervise, direct or control the performance of the Assignments undertaken by the Temporary Worker and shall have no liability for the same. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory and requests their removal, the MSP may terminate the Assignment immediately.

6.2 The Supplier shall notify the MSP immediately if it receives or otherwise obtains information which gives the Agency reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and the MSP shall be entitled to terminate the Assignment forthwith without prior notice and without liability.

7. LIMIT OF LIABILITY

7.1 Except as set out in Clauses 8.2 and 8.3 below and notwithstanding anything contained elsewhere in this Agreement, the maximum aggregate liability of the Supplier for all claims, whether in contract, in tort, for negligence, for breach of statutory duties, under any indemnities, warranties, or undertakings provided by the Supplier under this Agreement or otherwise (but other than in respect of death or personal injuries caused by the Supplier's negligence or as otherwise prohibited by the applicable law) shall not exceed the greater of 100% of the Fees paid or payable under this Agreement in the twelve (12) months preceding the incident giving rise to the liability or £5,000,000 (five million pounds), per claim and in the aggregate;

7.2 The Supplier's liability for breach of any indemnification given under this Agreement, whether arising under contract, tort, negligence, breach of statutory duty or otherwise, shall be limited to £8,000,000 (eight million pounds) per claim and in aggregate.

7.3 The Supplier shall indemnify the MSP, the Client and their its employees, subcontractors and agents in full and keep them so indemnified against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including legal and other professional advisers' fees) in relation to the matters
listed below:

(a) any claim by a third party that the supply of the Services by the Supplier or the use by or on behalf of the Supplier, MSP or Client of any Intellectual Property used or created by the Supplier in connection with the supply of the Services infringes the intellectual property rights of that third party;

(b) any liability, assessment or claim arising from any Personnel or Temporary Worker having at any time claimed, or being held or deemed, to have been an employee of the MSP or Client or to have been otherwise engaged directly by the MSP or Client, including (but not limited to) against any liability arising from or in connection with any claim for wrongful or unfair dismissal or for a redundancy payment;

(c) any claim by any person in relation to personal injury, property damage and/or death arising due to any act or default by the Supplier and/or any Personnel;

(d) any breach of applicable Laws:

(i) by the Supplier, any permitted subcontractors and/or any Personnel; and/or

(ii) by the MSP or Client or their employees, subcontractors, and/or agents (in each case) as a result of any negligence, breach and/or default of the Supplier, any subcontractor and/or any Personnel; and/or

(e) any breach by the Supplier of any confidentiality or data protection obligations under this Agreement.

8. CLIENT OBLIGATIONS

8.1 To enable the Supplier to comply with its obligations under the Conduct Regulations the Company has agreed in the Client Contract that the Client will provide details of the position which the Client seeks to fill, including the following:

(a) the type of work that the Temporary Worker would be required to do;
(b) the location and hours of work;
(c) the experience, training, qualifications and any authorisation which the Company or Client considers necessary or which are required by law or any professional body for the Temporary Worker to possess in order to work in the position;
(d) any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
(e) the date the Client requires the Temporary Worker to commence the Assignment; and
(f) the duration or likely duration of the Assignment.

9. OPERATIONAL REQUIREMENTS

9.1 The Supplier shall provide a list of office contact names and numbers and the name and number of an Account Manager in overall control. Where there is any change to these contact names or numbers the MSP shall be notified in writing as soon as is reasonably possible.

9.2 The Supplier shall require and use all reasonable endeavours to ensure that the Temporary Workers:

(a) undertake Assignments with reasonable care and skill and in accordance with good industry practice;
(b) do not use any facilities provided to them by the Client for any purpose other than is authorised by the Client;
(c) comply with all reasonable instructions and directions of the Client during an Assignment including but not limited to those relating to the nature of the task to be performed, health and safety procedures and administrative procedures as well as all reasonable instructions of the MSP and the Client in relation to the Temporary Workers access to the Client's premises at all times during an Assignment, including but not limited to ID cards, swipe cards or security measures;
(d) take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions;
(e) assign to the Client all intellectual property rights in any work produced in the performance of an Assignment and execute a confidentiality agreement in the form provided;
(f) advise without delay of any changes to their circumstances affecting their ability to fulfil an Assignment including right to work status and potential conflicts of interest;
(g) do not engage in any conduct detrimental to the interests of the Client;
(h) comply with the Working Time Regulations 1998 ("WTR") in all respects, where applicable, and will use all reasonable endeavours to ensure that the Temporary Worker signs an appropriate waiver to prevent a breach of the WTR; and
(i) comply with all relevant laws, regulations and legal rights of others in the course of any Assignment including, without limitation, those relating to anti-discrimination, confidentiality and intellectual property.

9.3 The Supplier shall immediately inform the MSP where it becomes aware of:

(a) any accident which has occurred during an Assignment involving any of the Temporary Workers and shall ensure that an accident report for the same, in such format as the MSP (on behalf of the Client) may from time to time require, is completed promptly in respect of each such accident.

(b) any health and safety hazards that may exist or arise at the Client's premises and which may affect the Supplier's performance under this Agreement.

9.4 The Supplier will instruct Temporary Workers to maintain at all times an appropriate standard of dress and abide by any dress code, which the Client may have in place from time to time and shall ensure the Temporary Workers are aware of the need for punctuality and maintaining the best standards of time keeping;

9.5 The Supplier shall notify the MSP within one hour of the start time, which shall for the avoidance of doubt be no later than 1000 hours on the day of absence, of a Temporary Worker's inability to attend work for any reason;

9.6 At any time, upon the request of the MSP or the Client, the Supplier shall remove any Temporary Worker assigned to the Client and, upon the request of the MSP, the Supplier shall use best endeavours to arrange for the provision of a replacement Temporary Worker at no extra cost. The Supplier shall indemnify the MSP and the Client for any claims, loss or damages made by the Temporary Worker as a result of such removal. Where the request is made within the trial period of an Assignment as specified for each Assignment, the MSP will not be charged for those hours worked;

9.7 The Supplier shall be responsible for making any necessary enquiries of Temporary Workers relating to performance issues raised by the MSP or the Client during an Assignment and report back to the MSP promptly.

9.8 The Supplier shall require that on termination of any Assignment, on the date of such termination all security passes, instruction manuals, information and any other property of the Client or the MSP supplied by or on behalf of the Client or the MSP to each Temporary Worker are returned to the MSP.

9.9 The Supplier must not instruct a Temporary Worker to perform night work until the Temporary Worker has been given a health assessment which has not shown any reason why the Temporary Worker may not do night work.

9.10 If required by the Client, the Supplier shall be responsible for issuing Temporary Workers with work wear and ensuring that they have safety footwear (and other protective equipment as advised) at its own cost and for such clothing to be at all times smart and clean.

9.11 The Supplier shall stand down the Temporary Worker for periods where the MSP informs the Supplier with not less than the Notice Period that the services are not required to be provided and shall recommence the services on the date specified by the Client (for example: such a period may be over a Christmas break) ("Stand Down Period"). The MSP may in its absolute discretion determine the duration of any Stand Down Period. The Stand Down Period may be extended or shortened subject to one (1) weeks' notice.

The Supplier shall not be entitled to invoice or be paid (nor will the MSP operate self-bill) for any Stand Down Period. For the avoidance of doubt, notwithstanding any Stand Down Period, the Temporary worker is still obliged to provide the services for the full duration of the Assignment to the extent required, and the End Date shall not change, unless otherwise notified by the MSP.

10. GENERAL

10.1 The Parties hereby undertake that during the term of the Agreement and for the period of six (6) months following its termination or expiry of the Agreement, it will not directly or by its agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his employment. In the event that a party should contravene this Paragraph 6.2 then a sum equivalent to six (6) months of the relevant employee or officer's current basic salary shall be payable within one month to the other party.

11. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

12.1 The Supplier represents and warrants to the MSP on the Commencement Date that:

(a) it has full capacity and all necessary ability, expertise, authorisations, licences, permits and consents to provide the Services contemplated in this Agreement reliably and professionally;

(b) this Agreement is executed by a duly authorised representative of the Supplier;

(c) neither it nor any of its officers, employees, agents, subcontractors or any other person acting on its behalf has offered, given or agreed to give any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with the MSP or the Client entering into this Agreement, or party's performance of their obligations under this Agreement;

(d) it does and it shall comply with all applicable Laws;

(e) throughout the term it will (and will procure that its subcontractors) provide all Services with a high level of skill, care and diligence, in a good and professional manner, and in accordance with this Agreement, all applicable Laws and Best Industry Practice and the reasonable instructions of the MSP;

(f) ensure that the provision of the Services does not infringe any third party's Intellectual Property rights;

(g) properly manage the carrying out of the Services and the risks associated with its performance of the Services;

(h) comply and ensure that its personnel comply with all applicable Laws (including the Bribery Act 2010, the DP Legislation, the Health & Safety at Work Act 1974, the Environmental Protection Act 1990 and the Management of Health and Safety at Work Regulations 1999) and all other governing legislation and other requirements of any relevant government or governmental agency and, to the extent that such regulations are advisory, the minimum compliance to be achieved by the Agency should be in accordance with Best Industry Practice, any MSP or Client policies provided to the Supplier from time to time and any reasonable and proper instructions, policies and guidelines issued by the MSP from time to time;

(i) co-operate with any regulatory authority in connection with the Services;

(j) inform the MSP promptly, giving details of the circumstances, reasons and likely duration, in the event it becomes aware of any breach in the performance of the

Services or anything of whatsoever nature and whether or not the result of any act or omission on the part of the Supplier or its personnel or subcontractors which may prevent or cause a material impact to the Supplier fulfilling its obligations in accordance with this Agreement, applicable Laws and Best Industry Practice including immediately sending the MSP a copy of every notice or other communication relating to the provision of the Services received from or sent to any person or body concerning health and safety, environmental, and regulatory matters relating to the Agency's sites or the performance of the Services;

11.2 Where there is a breach of any of the warranties or undertakings set out in Clause 12.1, or if any obligation, warranty or requirement imposed by, given or stated in this Agreement in respect of the Services is not complied with, the MSP shall have the right to require the Supplier to reperform the Services without charge and to delay payment until the requirements of this Agreement are entirely fulfilled.

11.3 The warranties, representations and undertakings set out in this Agreement are in addition to any warranties, representations and undertakings implied by statute or otherwise available to the MSP under Applicable Laws.

12. PERMANENT RECRUITMENT SERVICES

12.1 Where the parties agree that the Supplier shall provide permanent recruitment services through the MSP, the terms of Schedule 6 shall apply.

SCHEDULE 5 – Description of the Personal Data

PARTICULARS OF THE PROCESSING

Purpose of the transfer

The transfer is made to the extent necessary in the provision of the Services by the Supplier to the MSP and Client and to comply with applicable laws and regulations.

Categories of data

The personal data transferred concern the following data:

Supplier Employees:

- Identification data (e.g., first and last name)
- Professional information (e.g., job title, position);
- Contact details (e.g., work address, work phone number, fax number, work email address)

Candidates & Temporary Workers:

- Identification data (e.g., first & last name, date and place of birth, gender, right to work documentation, details required for equality and discrimination legislation checks and personal preferences);
- Contact details (e.g., work address, home address, work/private telephone, personal and business email address);
- Government identification (e.g., social security number, ID/passport numbers, tax ID number);
- Education and background (e.g., training and qualifications, employment history, working experience);
- Payroll information (e.g., income, compensations, current and historic compensation);
- Familial information (e.g., marital and family status, dependants);
- Other data (e.g., (i) other information a Candidate/ Temporary Worker tells the MSP or Client about themselves (e.g. the information contained within their CV); or (ii) additional information which a Candidate/ Temporary Worker provides voluntarily and/or which the MSP or Client may ask from a Candidate/ Temporary Worker to better understand them or their interests.

Data Subjects

The Personal Data transferred concern the following categories of data subjects:

Supplier Employees:

- Current employees;

Candidates & Temporary Workers:

- Current and former temporary and casual workers, trainees and independent contractors;
- Candidates; and
- Dependants, family members/ emergency contacts and referees of candidates, current and former temporary and casual workers, trainees and independent contractors.

SCHEDULE 6 – PERMANENT & FTC RECRUITMENT SERVICES

The following terms govern the Permanent & FTC Recruitment Services provided to the Client via the MSP by the Supplier. They are incorporated into the Agreement and to the extent of any material inconsistency, this Schedule 6 shall take precedence in relation to supply of Permanent Workers and Fixed Term Contract Workers (FTC) only.

1. INTRODUCTIONS OF PERMANENT OR FIXED TERM CONTRACT STAFF

1.1. The MSP may on occasion request the Supplier to support on an ad hoc basis for permanent and FTC recruitment for Notified Vacancies.

1.2. The Supplier shall only submit information about Candidates to the MSP via the VMS and not otherwise to the Client without the express prior written authorisation of the MSP.

1.3. The Supplier shall endeavour to ensure the suitability of any Candidate Introduced against the Client's criteria.

1.4. The Supplier shall complete declarations in relation to compliance checks and candidate self-declarations and advise the MSP if a Candidate may require sponsorship or if the right to work in the United Kingdom is qualified in any way. The Supplier is responsible for sharing, in writing via ATS, a true and accurate account of any additional declarations made by the Candidate ascertaining to the Client's stated compliance requirements.

1.5. If the Candidate is known to the Client, the MSP shall notify the Supplier as soon as reasonably practicable after being advised by the Client and no Introduction shall be deemed to have taken place. For the avoidance of doubt, a Candidate shall be deemed known to the Client if they have been Introduced to them in the 6 months prior to the Supplier's Introduction only.

1.6. Any Candidate submitted by the Supplier for a Notified Vacancy is recognised as being Introduced by the Supplier for a period of six (6) months from the Introduction Date of the initial Notified Vacancy. If the Candidate applies for a different role (i.e not the particular Notified Vacancy) at the Client within six (6) months from the Introduction Date, or if the Candidate applies for any role with the Client once the period of six (6) months from the Introduction date has expired, no Introduction shall be deemed to have taken place.

1.7. The Supplier shall not offer any warranties or discounts to any Candidates. In addition, the Agency has no authority to enter into a contract of employment or fixed term contract with Candidates on behalf of the MSP or Client.

2. FEES / CHARGES

2.1. Subject to compliance with the terms of this Agreement, an Introduction Fee shall be paid to the Agency following a successful Engagement in accordance with Schedule 2, provided the Engagement start date is within six months of the relevant Introduction date.

2.2. No Introduction Fee shall be payable for an Introduction that does not lead to an Engagement.

2.3. If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws acceptance or the Client withdraws the offer because the Candidate has not successfully passed the Client's screening checks, or (b) once it has commenced, is terminated by either the Candidate or the Client (except in the case of redundancy, pregnancy, injury or ill-health or where the Engagement arose as a result of a temporary assignment through the Supplier) before the expiry of six (6) months from the Engagement start date, at the MSP's discretion the Supplier will recruit a replacement permanent worker at no additional charge, or provide a refund of the Introduction Fee in accordance with the schedule of refunds set out in Schedule 2.

2.4. For Fixed Term Contracts, the Introduction Fee will be pro-rate in line with the duration of the employment contract, to a maximum Introduction Fee equal to 12 months.