

## Terms and Conditions

Terms and conditions

Agreement for the supply of Establishment Care Services

### **1 Commencement and Term**

1.1 Save for where the Client has entered into a signed Plus Recruitment issued Agreement, these terms shall set out the agreement between Plus Recruitment and the Client, for the supply of Temporary Workers by Plus Recruitment to the Client. For the purposes of the Conduct Regulations 2003, Plus Recruitment acts as an employment business in relation to the Introduction and supply of Temporary Workers pursuant to this agreement.

### **2 Third Party Funding**

2.1 Notwithstanding any current, pending, transferred or approved funding application by the Client (or any other third party) in relation to the Agency Services the Client remains liable for the Service Fee as set out herein.

2.2 The obligation of the Client to pay such fees to the Agency may only be transferred to a third party with the prior written consent of the Agency.

### **3 Agency Obligations**

3.1 The Agency will provide Agency Services to the Client in consideration for the Client's paying the Service Fees to the Agency, subject to this Agreement.

3.2 For the purposes of the Conduct Regulations 2003, Agency acts as an employment business in relation to the introduction and supply of Temporary Workers pursuant to this Agreement.

3.3 The Agency will use reasonable endeavours to supply to the Client Temporary Workers suitable to carry out work of such nature as the Client notifies to the Agency. The Agency does not warrant, represent or undertake to find a suitable candidate for each vacancy notified to it by the Client.

3.4 When supplying a Temporary Worker to a Client, the Agency will inform the Client, so far as enabled to do so by information provided by the Temporary Worker to the Agency:

3.4.1 of the Temporary Worker's identity; and

3.4.2 of the Temporary Workers experience, training, qualifications and any authorisation required by law or a professional body to work on the Assignment;

3.5 Agency will maintain, for the term of this agreement, employers' liability insurance in an amount not less than £10 million in respect of any one claim and public liability insurance (including malpractice cover for treatment risks, error and omissions) in an amount not less than £5 million in respect of any one claim.

3.6 The Agency actively promotes equality of opportunity for all, and seeks to prevent unlawful discrimination because of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex and/or sexual orientation.

#### **4 Service Fees, Payment and Service Fee increase**

4.1 The Client will pay to the Agency for the supply of the Temporary Worker as set out in your unique Rates Link the following:

4.1.1 the hourly Service Fees (rounded up to the nearest 15 minutes) in respect of each Temporary Worker for all hours (or part thereof) worked by that Temporary Worker;

4.1.2 National insurance which shall be calculated at 15.05% of the relevant hourly staff pay;

4.1.3 Other expenses such as the cost of hotel, subsistence, travelling and any other ancillary expenses ("Expenses") reasonably and properly incurred by the Temporary Worker in the provision of the Assignment

4.1.4 Subject to the compliance with AWR regulations as set out in 5.1.6 Temporary Workers shall not have a default unpaid rest period within their timesheet and any such rest period shall be paid unless such break is added on the timesheet.

4.2 Your Rates Link will set out any discount to invoices that you may earn from time to time subject to achieving certain milestones in relation to booking hours. Agency reserves the right to disapply any such discount where Client fails to adhere to the payment terms as set out in clause 4.5.

4.3 Agency will submit its invoice to the Client in respect of the Service Fees and any Expenses weekly in arrears or such longer period at the Agency's sole discretion.

4.4 Unless specifically otherwise agreed between the parties in writing, the Agency does not agree to submit any details of shifts worked by Workers on to any systems operated by the Client directly or by third parties on behalf of the Client in order to receive payment.

4.5 Agency will submit invoices to the Client via email unless the Client has notified Agency that it wishes to access invoices 'online' through the Agency's online invoicing system ("MyPlus Recruitment(Logezy)"). To the extent that MyPlus Recruitment(Logezy) is or becomes unavailable at any time, Agency shall be entitled at its discretion to submit invoices to affected Client by email.

4.6 The payment of the Service Fees, national insurance, travel and other expenses will be made by the Client to the Agency within 28 days of the date of the Agency's invoice in respect of the amounts specified in the invoice. Time shall be of the essence in relation to payment of the Service Fees.

4.7 The Client shall pay by bank transfer or faster payment to a bank account nominated in writing (or as set out in the invoice) by Agency.

4.8 All amounts stated are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition at the rate in force at the time the services are provided.

4.9 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in this Agreement, then the Agency will be entitled:

4.9.1 to charge interest (both before and after any judgment) on the outstanding amount at the rate of 8% per annum above the base lending rate of the Bank of England, accruing daily;

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

4.9.3 not to perform any further Agency Services, or any part of the Agency Services;

4.9.4 to disapply any volume discount as set out in the Rates Link; and

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

4.10 When making a payment the Client will provide the same day a remittance advice that sets out quote the invoice numbers or shifts covered by such payment. Failure to provide this information will entitle the Agency to charge an administration fee of £25 for every such occurrence.

4.11 The Agency may set and vary credit limits and payment terms from time to time and has the right to withhold all further supplies of Agency Services without liability to the Client if the Client exceeds such credit limit or payment terms.

4.12 The Agency may increase its Rates during the Term provided that:

4.12.1 The new Rate is communicated to the Client; and

4.12.2 The new Rate is applied at least 28 days after it is communicated.

## **5 Client's obligations and acknowledgments**

5.1 The Client will:

5.1.1 specify its exact requirements by providing full details of the work for which the Temporary Worker is required and, in particular, by notifying the Agency when placing the order 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 location the Client requires the Temporary Worker to commence work;

(c) any special skills required for such work;

(d) any special health and safety matters about which the Agency is obliged to inform the Temporary Worker; and

(e) any requirements imposed by law or by any professional body which must be satisfied if the Temporary Worker is to fill the Assignment;

5.1.2 at the Agency's request at any time and from time to time, provide the Agency with the information specified in Regulation 14(3)(a) of the AWR 2010, within seven days of receiving that request;

5.1.3 not allow any Temporary Worker to undertake any work other than that which has been notified to the Agency by the Client in placing the order for that Temporary Worker in accordance with clause 5.1.1;

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

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

5.1.6 comply with its obligations under the AWR 2010 and in particular:

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

(b) in accordance with Regulation 12 of the AWR 2010, ensure that, unless less favourable treatment is justified on objective grounds, the Temporary Worker is treated no less favourably than a comparable worker in relation to the collective facilities and amenities provided by the Client (as these terms are defined in that Regulation);

(c) in accordance with Regulation 13 of the AWR 2010, ensure that during the Assignment the Temporary Worker is informed of any relevant vacant posts with the Client to give the Temporary Worker the same opportunity as a comparable worker to find permanent employment with the Client;

5.1.7 do nothing to cause the Agency to be in breach of its obligations under the AWR 2010;

5.1.8 where the services require residence of a Temporary Worker at the Client's premises, the Client shall provide adequate accommodation for rest or sleep and meals for the Temporary Worker.

5.1.9 the Client shall ensure that the Temporary Worker is able to take the same refreshment breaks, meals and facilities as the Client's own staff (which shall in any event comply with requirements under applicable law).

5.1.10 any costs associated with refreshment breaks (which must be provided in accordance with applicable law), meals or any benefits in kind are not deductible from the Service Fees, unless otherwise agreed in writing by the parties.

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

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

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

5.1.14 complete the services questionnaire in relation to VAT, as supplied to the Client from time to time, fully, accurately and honestly;

5.1.15 to return such questionnaire as set out in 5.1.14 within 7 days of issue. The Agency reserves the right to suspend Services where any such questionnaire has not been returned; and

5.1.16 to notify the Agency as soon as possible in the event that it becomes aware that the answers given in the questionnaire are no longer applicable.

5.2 The Client acknowledges and agrees that:

5.2.1 Temporary Workers supplied by the Agency are deemed to be under the supervision, direction and control of the Client from the time when they report to the Client to take up their duties until their Assignment ends;

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

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

5.3 The Client shall be responsible for insuring to full replacement value all personal furniture and belongings of individuals in their care and accepts that Agency shall not be responsible or have any liability for any loss of or damage to such individuals' personal items (including but not limited to cash, credit cards, cheques, certificates, documents or personal effects such as jewellery) unless the Client can demonstrate to Agency's satisfaction (acting reasonably), that the Temporary Worker has been negligent or fraudulent in respect of those individuals' belongings.

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

5.5 The Client:

5.5.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Temporary Worker or the Client in any Assignment; and

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

## **6 Time sheets**

6.1 At the end of each week of an Assignment, or at the end of the Assignment (whichever is the shorter period) the Agency will supply the Client with a timesheet. The Agency pays its

workers weekly. The Client must sign the time sheet promptly and in the event the Client does not raise a bona fide dispute within 56 days in relation to such timesheet it will be deemed accepted.

6.2 The Client will inform the Agency as soon as reasonably practicable (and within 7 days in any event) of any disputed hours or applicable rate and the parties shall work in good faith to deal with those disputed hours. The Client will not be entitled to withhold payment in respect of any undisputed hours.

6.3 The Client shall ensure that only authorised individuals sign time sheets.

## 7 Temporary Workers

7.1 The Client will review the information provided by Agency in accordance with clause 3.4 and if (acting reasonably and in a non-discriminatory fashion) the Client is not satisfied with the proposed Temporary Worker, the Client shall notify Agency within 1 business day of receiving the information and in any event at least 24 hours prior to the Temporary Worker arriving at the Client premises to perform the Assignment so that Agency can attempt to find a suitable alternative Temporary Worker.

7.2 If (acting reasonably and in a non-discriminatory fashion) either party believes that a Temporary Worker is unsuitable to perform the relevant Assignment, once the Temporary Worker has arrived at the Client premises and/or the provision of services by the Temporary Worker has commenced (an "Unsatisfactory Temporary Worker"), then such party shall notify the other party in writing, giving the grounds for its dissatisfaction. Where Client does not raise suitability as an issue, the Client shall be deemed to have accepted the proposed Temporary Worker.

7.3 Upon notification by either party in accordance with clause 7.2, Agency will use reasonable endeavours to replace the Unsatisfactory Temporary Worker with another Temporary Worker as soon as is reasonably practicable. If Agency is unable to replace the Unsatisfactory Temporary Worker within 48 hours, the Client may terminate the Assignment immediately on notifying Agency in writing. The Client shall remain liable for payment of Service Fees due and payable for services already performed if the circumstances in clauses 7.2 and 7.3 arise.

7.4 If a Temporary Worker is absent for any reason during an Assignment, Agency will use its reasonable endeavours to provide another suitably qualified Temporary Worker to cover the absence. Agency will notify the Client if no suitable replacement is available and shall have no liability to the Client in respect of the absence.

7.5 It is the responsibility of the Client to ensure that it has proper controls in place in relation to the signatory of the time sheets.

## 8 Engagement of a Temporary Worker

8.1 Plus Recruitment ' most valuable asset is its bank of workers. Plus Recruitment invests heavily in the recruitment, investigation and approval, training and development of all members of its staff. As such it is necessary for Plus Recruitment to protect its investment.

8.2 If, within 6 months following the Introduction of a Temporary Worker by Plus Recruitment to the Client, in circumstances where the Temporary Worker has not then been supplied by Plus Recruitment to the Client, the Client Engages the Temporary Worker, the Client will pay

Plus Recruitment an introduction fee of £10,000 (where the Temporary Worker is a nurse) or £5,000 (where the Temporary Worker is a care worker) (the "Introduction Fee").

8.3 If, following the supply of a Temporary Worker by Plus Recruitment to the Client, the Client Engages the Temporary Worker within the Relevant Period, the Client will pay Plus Recruitment a transfer fee of £10,000 (where the Temporary Worker is a nurse) or £5,000 (where the Temporary Worker is a care worker) (the "Transfer Fee").

8.4 Introduction Fees and/or Transfer Fees will not be payable if the Client gives written notice to Plus Recruitment that it intends to hire (or continue to hire) the Temporary Worker on a full-time basis (i.e. 37.5 hours per week) for a period (or further period) of three months (i.e. 487.5 hours) ("Extended Assignment") before it Engages the Temporary Worker and the Client does in fact hire the Temporary Worker for that Extended Assignment. The Service Fees payable by the Client during the Extended Assignment will be calculated at the applicable rate.

8.5 If, within 6 months following the Introduction of a Temporary Worker by Plus Recruitment to the Client, in circumstances where the Temporary Worker has not then been supplied by Plus Recruitment to the Client, the Client introduces the Temporary Worker to a third party who then Engages the Temporary Worker, the Client will pay Plus Recruitment a referral fee of £10,000 (where the Temporary Worker is a nurse) or £5,000 (where the Temporary Worker is a care worker).

8.6 If, following the supply of a Temporary Worker by Plus Recruitment to the Client, the Client introduces the Temporary Worker to a third party who then Engages the Temporary Worker within the Relevant Period, the Client will pay Plus Recruitment a referral fee of £10,000 (where the Temporary Worker is a nurse) or £5,000 (where the Temporary Worker is a care worker).

## **9 Non-Solicitation**

9.1 Subject to clause 8, the Client agrees that it will not, 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 Agency who has worked on the services provided under this agreement at any time during the term of this agreement.

## **10 Telephone Booking and Online Booking Platform**

10.1 The Client may book Services with Agency by way of telephone or through the use of its online platforms.

10.2 The Agency has developed an automated online booking system which enables its clients to access Agency' information online, and to place bookings (the "Logezy System"). The Logezy System also allows Agency to display nurse verification details and staff profiles (the "Profile Service").

10.3 Once the Client has placed an order, via an online platform or telephone it is the Client's responsibility to ensure that any such booking is correct by reviewing the MyPlus Recruitment (Logezy) or other such platform as released from time to time prior to the supply of the Temporary Worker.

10.4 Agency hereby grants the Client a non-exclusive, non-transferable, non-sublicensable and revokable licence to use the Logezy System and Profile Service for the Client 's internal business administration activities for the term of this Agreement.

10.5 The Client is not permitted to grant access to the Logezy System and Profile Service to any other person and such action will entitle Agency to terminate or suspend the Client's access to the Logezy System and Profile Service with immediate effect.

10.6 The permission granted under this clause 10 shall terminate automatically upon termination of this Agreement.

10.7 The Agency will make enquiry of the Client's IT facilities in which the Client shall engage in full and complete answers. Where the Agency is satisfied with any such enquiry and compatibility with the Logezy System is likely the Agency may:

10.7.1 provide the Client with a username and password to access the Logezy System;

10.7.2 provide a virtual training session at the Client's premises (further training may be requested by the Client at no cost).

10.8 Agency will use reasonable endeavours to maintain the availability of the Logezy system but shall have no liability to the Client for any interruption or unavailability or the loss of any data.

10.9 Client acknowledges that the Services within this agreement are not contingent on any such use of the Logezy System.

10.10 All software, support and maintenance are provided "as is," and Agency expressly disclaim any and all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality, or merchantability, whether express, implied, or statutory. Agency will not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of the Agency to the maximum extent permitted by law.

10.11 Agency does not make any representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of any software or any content therein or generated therewith, or that: (a) the use of any software will be secure, timely, uninterrupted or error-free; (b) the software will operate in combination with any other hardware, software, system, or data; (c) the software (or any products, services, information, or other material purchased or obtained by you through the software) will meet your requirements or expectations); (d) errors or defects will be corrected; or (e) the software is free of viruses or other harmful components. You may have other statutory rights, but the duration of statutorily required warranties, if any, will be limited to the shortest period permitted by law.



## **11 Confidentiality**

11.1 Each Party ('Receiving Party') will keep the confidential information of the other Party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose of and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 11.1, and ensure that the Receiving Party's officers, employees and agents meet the obligations.

11.2 The obligations of clause 11.1 will not apply to any information which:

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

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

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

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

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

11.3 The obligations set out in this clause will survive termination of this Agreement for a period of 3 years.

## **12 Data protection**

12.1 Each party shall be a Controller of the Shared Personal Data.

12.2 The Disclosing Party shall at all times comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Agreement. Nothing in this clause is intended to limit or exclude either party's responsibilities or liabilities under any Data Protection.

12.3 The Disclosing Party shall ensure that at all times:

12.3.1 all Shared Personal Data transferred to the Receiving Party is accurate and up-to-date and has at all times been collected, processed and transferred by and on behalf of the Disclosing Party in accordance with all Data Protection Laws;

12.3.2 that prior to any Shared Personal Data (or any part) being transferred to the Receiving Party from time to time: (a) each relevant Data Subject has been provided with sufficient information (in an appropriate form) so as to enable fair, transparent and lawful processing (including sharing) of the Shared Personal Data for the Permitted Purpose in accordance with the obligations of each party under all Data Protection Laws;

12.3.3 it identifies itself (without prejudice to the rights of any person to contact another person) in all information referred to in clause 12.3.2 as the contact point for all Data Subject Requests and Communications regarding the processing of the Shared Personal Data (and agrees that the

Receiving Party may also identify the Disclosing Party as the contact point for such purposes in any information or notices);

12.3.4 the Disclosing Party is entitled to transfer and the Receiving Party is entitled to process all Shared Personal Data for the Permitted Purpose in accordance with all Data Protection Laws, including that Data Subjects have each to such transfer and other processing of their respective Shared Personal Data;

12.3.5 the Shared Personal Data is transferred to (and received by) the Receiving Party in a secure manner using appropriate technical and organisational security measures that comply with the obligations of each party under all Data Protection Laws

12.3.6 it shall immediately notify the Receiving Party if it becomes aware of any change or circumstance which will, may or is alleged to impact the lawfulness of any processing of the Shared Personal Data by the Receiving Party (including if a Data Subject withdraws any necessary Consent or requests their Shared Personal Data is no longer processed or is erased or if any of the Shared Personal Data is not accurate or up-to-date), together with full details of the circumstances and (immediately once available) revised and corrected data;

12.3.7 it shall not by any act or omission cause the Receiving Party (or any other person) to be in breach of any Data Protection Laws; and

12.3.8 it shall keep copies of all notices and other information necessary to demonstrate its compliance with this clause.

12.4 Except as required by applicable law of the United Kingdom (or any part of the United Kingdom), the Receiving Party shall not transfer the Shared Personal Data to any country or territory outside the United Kingdom to any international organisation (as defined in the GDPR)

12.5 Subject to the remainder of this clause 1, as between the parties, responsibility for compliance with and responding to:

12.5.1 any Data Subject Request falls on the party which first received such Data Subject Request;

12.5.2 any Communication falls on the party which receives the Communication from a communicator; and

12.5.3 each party's respective obligations in respect of any Personal Data Breach (including notification of the Data Protection Supervisory Authority and/or Data Subject(s)) impacting or relating to any Shared Personal Data in the possession or control of the Disclosing Party (or any third party with whom it has shared such data) falls on the Disclosing Party.

12.6 This clause does not restrict either party's right to perform any of its obligations under Data Protection Laws itself in the manner it determines (whether or not in addition to the other party having performed such obligation).

12.7 Each party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each party with their respective compliance with Data Protection Laws and in relation to all Communications and Data Subject Requests.

12.8 Each party shall comply with its respective obligations, and may exercise its respective rights and remedies.

12.9 Except as expressly stated in this clause each party shall pay its own costs and expenses incurred in connection with the performance of this clause 12.

### **13 Limit of Liability and indemnity**

13.1 While the Agency will make reasonable efforts to ensure reasonable standards of skills, integrity and reliability in Temporary Workers and to comply with the Client's requirements, the Client accepts and agrees that the Agency gives no warranty as to the suitability of any Temporary Worker for any Assignment.

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

13.3 Neither the Agency nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of a Temporary Worker to the Client or with any failure by the Agency to introduce or supply a Temporary Worker for all or part of any period booked by the Client (except that in the latter case the Client may be entitled to a reduction or cancellation of the Service Fee payable), unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of the Agency.

13.4 The Agency will not be liable for any loss, injury, damage, expense or delay arising from, or in any way connected with:

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

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

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

13.5 Except in the case of death or personal injury caused by the Agency's negligence, the liability of the Agency under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Service Fee(s) paid or due to be paid by the Client to the Agency under this Agreement. The Agency will not be liable for any matter not reported to it within 28 days of its occurrence.

13.6 Agency will not be liable to the Client in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by Client of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.

13.7 For the purposes of this clause 'Claims' will mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' will mean all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever. The Client will indemnify and hold harmless the Agency from and against all Claims and Losses arising from loss, damage, liability, injury to the Agency, its employees and third parties, by reason of or arising out of:

13.7.1 any Client breach of this Agreement;

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

13.7.3 any Client breach of Client obligations as set out in this Agreement.

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

13.7.5 any loss, injury or delay suffered or incurred by the Agency as a result of any act or omission of the Client that arises directly or indirectly out of or is in any way connected with the relevant Assignment, any information supplied by the Client to the Agency or the Client's breach of this Agreement.

13.8 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

13.9 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

13.9.1 death or personal injury caused by negligence;

13.9.2 fraud or fraudulent misrepresentation; or

13.9.3 any other losses which cannot be excluded or limited by applicable law.

#### **14 Termination of an Assignment**

14.1 The Client may terminate an Assignment at any time on giving 24 hours' notice in writing to Agency.

14.2 Agency may, at its sole discretion, charge the full amount of any Service Fees which would have become due in respect of any Assignment which is terminated by the Client on less than 24 hours' notice.

14.3 If the Client breaches any term of this Agreement, or in circumstances, which, in Agency's reasonable opinion, make the completion of an Assignment untenable the Agency reserves the right to withdraw, without notice, any Temporary Workers supplied without incurring any liability to the Client.

14.4 In the event Agency withdraws Temporary Worker in accordance with 14.3 the Client will pay for all Agency Services provided in respect of the relevant Temporary Worker.

## **15 Termination of this Agreement**

15.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice (that will take effect as specified in the notice) to the other Party ('Other Party'):

15.1.1 if the Other Party is in material breach of its obligations under this Agreement. If the breach is capable of remedy within 10 days, the breach is not remedied within 10 days by the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or

15.1.2 if the Other Party passes a resolution for its winding up or for the appointment of an administrator, a liquidator or administrator is appointed or a winding up order is made in relation to the Other Party (other than in circumstances of a solvent amalgamation or reconstruction), a receiver or administrative receiver is appointed in relation to the Other Party or its assets, the Other Party has a freezing order made against it or becomes insolvent, or becomes subject to a moratorium or a company voluntary arrangement under the Insolvency Act 1986 or a restructuring plan under Part 26A of the Companies Act 2006 or the Other Party makes any arrangement or composition with or for the benefit of its creditors or takes or suffers any similar or analogous action in consequence of debt; or

15.1.3 The Agency may without cause terminate this Agreement with 1 months' notice.

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

15.3 Any clauses in this agreement that are expressly stated, or by implication intended, to apply after expiry or termination of this agreement shall continue in full force and effect after such expiry or termination.

## **16 Anti-bribery**

16.1 For the purposes of clause 16 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.

16.2 The Client shall ensure that it and each person referred to in clauses 16.2.1 to 16.2.3 (inclusive) does not, by any act or omission, place the Agency in breach of any Bribery Laws. The Client shall comply with all applicable Bribery Laws, ensure that it has in place adequate procedures to prevent any breach of clause 16 and ensure that:

16.2.1 all of the Client's personnel and all direct and indirect subcontractors of the Client;

16.2.2 all others associated with the Client; and

16.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 16.2.1 and/or 16.2.2,

involved in connection with this Agreement, so comply.

16.3 Without limitation to clause 16.2, the Client shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

16.4 The Client shall immediately notify the Agency as soon as it becomes aware of a breach of any of the requirements in this clause 16.

## **17 Modern slavery**

17.1 The Client undertakes, warrants and represents that:

17.1.1 neither the Client nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (an MSA Offence); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

17.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy

17.1.3 it shall notify the Agency immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Client's obligations under Clause 17. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

## **18 General**

### **18.1 Force majeure**

Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

### **18.2 Amendments**

No amendment or variation of this Agreement will be valid unless notified to the Client by the Agent or agreed by Parties

### **18.3 Assignment**

18.4 The Client may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Agent's prior written consent (such consent not to be unreasonably withheld or delayed).

#### 18.5 Entire agreement

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

#### 18.6 Waiver

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

#### 18.7 Agency, partnership, etc

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

#### 18.8 Severance

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

#### 18.9 Announcements

No Party will issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party will be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange

#### 18.10 Set off

Except as expressly set out in this Agreement each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## **19 Notices**

19.1 Any notice to be given under this Agreement must be in writing, signed by or on behalf of the party giving it and must be sent to:

19.2 in the case of the Agency, Finance Department, First floor, 6 Nelson Street, Southend on Sea, SS11EF together with a CC sent to [finance@plusrecruitment.co.uk](mailto:finance@plusrecruitment.co.uk); and

19.3 in the case of the Client, the last postal and/or email address to which the Agency has sent correspondence to the Client.

## **20 Third parties**

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

## **21 Applicable law and jurisdiction**

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

### Schedule of Defined Terms

#### Definitions

In these Agreement:

Agency means Plus Recruitment Limited, a company registered in England and Wales under company number, and whose registered office is at First Floor, 6 Nelson Street, SS1 1EF, Southend on Sea.

Agency Services means the supply to the Client by the Agency of Temporary Workers, either for itself or for a Service User for vacancies of which the Client has notified the Agency either on behalf of itself or a Service User;

Agreement means this Agreement;

Assignment means the period during which a Temporary Worker performs services or carries out work for or on behalf of the Client, or as instructed by the Client for a Service User, beginning when the Temporary Worker first reports to the Client to take up duties (or, if earlier, the commencement of such work or services by the Temporary Worker) and ending on the cessation by the Temporary Worker of all such work or services;

AWR 2010 means the Agency Workers Regulations 2010;

Claims has the meaning given in clause 13.7;

Client the entity as set out in the Client Onboarding Form;

Commencement Date means the date of signature by the Client or the date on which the Assignment commences, whichever is the first event;



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

Control means, in relation to a Party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that Party, as the case may be;

Controller has the meaning given in Data Protection Laws;

Data Protection Laws means, as applicable to either party the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any other applicable law relating to the processing, privacy and/or use of Personal Data;

Data Subject has the meaning given in Data Protection Laws;

Engage(s) (or Engagement or Engaged) means the employment or engagement, whether under a contract of service or contract for services, and whether on a permanent or temporary basis, of a Temporary Worker by or on behalf of the Client;

Losses has the meaning given in clause 13.7;

Other Party has the meaning given in clause 15.1;

Order Form Means the Order Form as annexed to this agreement.

Parties means the Agency and the Client, and 'Party' will mean either one of them;

Permitted Purpose means the Services including the management of such services in accordance with relevant professional regulators of health care services;

Personal Data has the meaning given in Data Protection Laws;

Rates and Scope of Services Form means the rates as set out from time to time on the Clients unique Rate Link.

Rate Link means the Clients unique hyperlink to the Clients rates.

Receiving Party has the meaning given in clause 11;

Relevant Period shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003

Supplying Party has the meaning given in clause 11; and

Service User Means an individual who receives care services;

Service Fee(s) means the Service Fees payable by the Client to the Agency resulting from the Engagement of one or more Temporary Worker(s) at the rates set out in the Order Form;

Shared Personal Data means Personal Data received by the Receiving Party from or on behalf of the Disclosing Party, or otherwise made available by the Disclosing Party for the Permitted Purpose.



Temporary Worker means a person supplied by the Agency to the Client to work temporarily for the Client, under the Client's direction and supervision, who has a contract of employment with the Agency or an agreement with the Agency to perform work or services personally.

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[Booking Terms & Conditions](#)

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[Modern slavery statement](#)

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