

Terms of Business for Companies

Tempfair Limited (“Tempo”, “we”, “us”, “our”) is a company registered in England and Wales under company number 09975968. Our registered address is 8 Greencoat Place, London, SW1P 1PL.

These candidate terms (together with the documents referred to in them) (“**these Terms**”) set out the terms on which you register for and use your account with us, whether through our website (www.heytempo.com) (“**Website**”) or our mobile application (“**App**”) (together the Website and the App being the “**Platform**”), for the purposes of finding temporary workers (each a “**Candidate**”), and the supply of such Candidates by us to you, for the provision of services by such Candidate to you.

These Terms govern your use of the Staffing Services (as defined at paragraph 3 of these terms) and will apply whenever you request the supply of a Candidate to perform services, whether on a temporary or permanent basis (each an “**Assignment**”).

For the purpose of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, we act as an employment business with respect to its provision of the Staffing Services pursuant to these Terms.

1. Other Applicable Terms

- 1.1. These Terms refer to the following additional terms, which also apply to your use of the Staffing Services and which are incorporated into these terms by reference:
 - 1.1.1. Our [Website Terms of Use](#), which sets out the terms on which you may use the Platform; and
 - 1.1.2. Our [Privacy and Cookie Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website and/or App, you consent to such processing and you warrant that all data provided by you is accurate (the “**Privacy Policy**”).

2. Registration of Profile

- 2.1. As a business seeking to use the Staffing Services (or otherwise through services provided by us or one of our group companies) (a “**Business**”) you will need to register and create a business account (a “**Profile**”) with us through the “Employer” section of the Platform, or otherwise as instructed by us or one of our group companies.
- 2.2. A legally binding contract (this “**Agreement**”) between us and you comprising these Terms, our website terms of use, and the Privacy Policy will come into effect at the date on which you create a Profile.
- 2.3. In order to register and set up your account you must create a password which, in order to prevent fraud, you must keep confidential. If you know or suspect

that someone else knows your password you should notify us immediately. If we have reason to believe that there is likely to be a breach of security or misuse of the Website or App, we may require you to change your password or we may suspend your account

- 2.4. Once you have registered, you may:
 - 2.4.1. update your business and contact details via the “My Account” section of the Platform; and
 - 2.4.2. subscribe/unsubscribe from marketing communications and newsletters via the “My Account” section of the Platform.
- 2.5. You are solely responsible for the form, content and accuracy of any content submitted to the Platform. You agree to ensure that your details provided on registration, and any information submitted through your Profile is true and not in any respect inaccurate misleading, deceptive or likely to mislead or deceive.
- 2.6. By creating a Profile, you consent to the inclusion of your details on the Platform so that Candidates can consider applying an Assignment.
- 2.7. You agree to notify us immediately of any changes which are relevant to your Profile by informing us through the Platform where possible or otherwise by telephoning us on + 44 (0) 208 634 7125 or by emailing us at: info@heytempo.com.
- 2.8. You can disable, delete, and/or remove your Profile via the “My Account” section of the Platform.
- 2.9. We reserve the right to forward contact details to any regulatory authority (no limits for police) when we are so required. We can also forward your contact information when a complaint regarding your use of our Platform, provided that such use is deemed inconsistent with these Terms. Subject to this condition and others that may be required by law, we will not disclose your registration details to any third party without your consent.
- 2.10. You may not register a Profile with us and use the Staffing Services if you are:
 - 2.10.1. an intermediary in the field of HR, or a company that is not ultimately responsible for hiring the Candidate;
 - 2.10.2. a company that only pays its employee in the form of commissions;
 - 2.10.3. an affiliate network seeking to increase its user database;
 - 2.10.4. a company that requires an initial investment or payment of any kind from the Candidate;

- 2.10.5. a company with multi-level sales schemes;
 - 2.10.6. an employer whose Assignment offers are not the real Assignment being offered;
 - 2.10.7. an employer whose commercial activity revolves around sex, tarot, gambling, personal relationships or weapons; or
 - 2.10.8. an employer without a valid tax ID.
- 2.11. In the event that you register a Profile in breach of condition 2.10, we reserve the right to terminate this Agreement immediately and cease to provide the Staffing Services to you.

3. Available Services

- 3.1. As a Business you will be able to use the platform to perform the following services (together the “**Staffing Services**”):
 - 3.1.1. accessing and reviewing Candidate profiles;
 - 3.1.2. posting Assignments for application from Candidates; and
 - 3.1.3. hiring a Candidate to perform an Assignment, either on a temporary or permanent basis.
- 3.2. As a Business we may also offer to you additional services that are not immediately available to you on registration and for which you will need to apply and be granted access in order to use them. The availability of any additional services will be at our discretion and may require additional approvals or verifications or conditions to be complied with before you are permitted to use them.
- 3.3. Where additional services are made available, specific terms relating to such additional services may also apply at our discretion.
- 3.4. We may suspend or cancel your registration immediately, and remove your right to receive the Staffing Services, if you breach any of your obligations under these Terms.
- 3.5. We reserve the right, at our sole discretion, to pursue all of our legal remedies, including but not limited to deletion of your content from the Platform and immediate termination of your registration with or without ability to access the Platform and/or the Staffing Services provided to you by us, upon any breach by you of these.

4. Requesting the supply of a Candidate

- 4.1. To make a request for a Candidate to be supplied for an Assignment, you must

provide the following information (an “Assignment offer”):

- 4.1.1. the type of work that the Candidate would be required to do;
 - 4.1.2. whether the Candidate will be supplied by us to you on a temporary basis, or whether you will hire the Candidate on a permanent basis as your employee;
 - 4.1.3. the location of the work;
 - 4.1.4. the start date of the Assignment ;
 - 4.1.5. the Assignment’s expected duration (if the Candidate will be supplied on a temporary basis);
 - 4.1.6. the experience, training, qualifications and any specific authorisations which you expect the Candidate to have, or which may be legally required;
 - 4.1.7. the rate of pay, expenses and any other benefits offered by you to the Candidate for the Assignment;
 - 4.1.8. any health and safety risks which the Candidate may be exposed to in performing the work during the Assignment and what procedures you have in place to manage those risks;
 - 4.1.9. whether the Assignment will involve the Candidate caring for or attending, or working with a vulnerable person (a "vulnerable person" being any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen); and
 - 4.1.10. such additional information as we may reasonably require in order to comply with our legal obligations.
- 4.2. Wherever possible, all the required information must be supplied by you via the Platform or such manner as we may specify. We are not obliged to provide the Staffing Services until all information required for the relevant Assignment has been provided.
- 4.3. When making an Assignment offer, the following conditions shall apply:
- 4.3.1. no duplicate Assignment offers are accepted. It is considered that an Assignment offer is a duplicate when salary, location and position coincide. If you have several vacancies for the same position and location, you must publish a unique offer, electing all Candidates required between applications received on the same offer;
 - 4.3.2. the description of the Assignment offer must be clear and must be

descriptive. It is recommended to include at least:

- a) a brief introduction to your business activities;
- b) functions or responsibilities of the position;
- c) candidate requirements; and
- d) working hours and other conditions;

4.3.3. the description contained in the Assignment offer should not include contact details such as address, email or phone number;

4.3.4. the title of Assignment offers must be short, clear and must be an honest portrayal of the job itself. It should not include words like "Urgent", "Wanted", "Job Vacancy", etc. or data such as salary or location (to be included in the description of the offer, not the title) not to influence our algorithm;

4.3.5. you are not allowed to publish more than 10 Assignment offers in the same location at any one time as it damages the user experience and impacts the quality of the applications.

4.4. In the event of a breach of the conditions set out at conditions 4.3.1 to 4.3.5 (inclusive) above, we have the right to remove the Assignment offer in respect of which the breach relates, from the Platform. In the event that you repeatedly breach the conditions set out at conditions 4.3.1 to 4.3.5 (inclusive) above in respect of multiple Assignment offers, we reserve the right to immediately terminate this Agreement.

4.5. Assignment offers that discriminate by gender, race or disability, or which are otherwise illegal (whether due to the nature of the qualifications required for the role or otherwise) are not allowed and may lead to proceedings against you. If we consider that an Assignment offer may be discriminatory or illegal, we may, at our discretion, edit or delete the Assignment offer and you shall not be entitled to any refund of amounts paid or pending regarding the publication of such Assignment offer.

4.6. We give no guarantee that any Candidates suitable for the Assignment you wish to fill will be available. Nor do we give any commitment or guarantee that any specific individuals will be available as Candidates for any one Assignment.

4.7. Job offers will be visible at most 24 hours after being received by our customer service team. We reserve the right to quarantine jobs for further review. In this case, if more than 24 hours delayed the publication, you may request relevant explanations.

4.8. We will use reasonable endeavours to publish all content submitted by you to

us on the required date and relevant order but we do not accept any responsibility for any error or delay in publication or rejection of publication of content, for whatever reason.

4.9. You should actively review all applications to Assignment offers received from Candidates by checking, sorting and contacting Candidates who have applied and are of interest by:

4.9.1. viewing the full profile of Candidates that have applied to the offer;

4.9.2. process candidates (ie moving them to the "Approved", "Rejected" or "Interesting" status); and

4.9.3. contacting candidates through our messaging system.

4.10. If you have not actively reviewed an application in relation to an Assignment offer within 72 hours from the time at which you receive an application, we may analyse the reasons for such inactivity to assess the possibility of closing the account. If this inactivity is repeated in a second process, we will close the account.

5. Verification of Candidates

5.1. For any suitable Candidates that are available to be supplied for the Assignment, we will verify: the identity of such Candidates; that each Candidate is entitled to work in the United Kingdom; and that each Candidate has the experience, training, qualifications and any authorisation necessary to fulfil the requirements which you have notified to us.

5.2. In addition to the verification checks at term 5.1 above:

5.2.1. if the law or a professional body requires the person performing the Assignment to have particular qualifications or authorisations, we will, in respect of any Candidate introduced by us to you for that Assignment, take all reasonably practicable steps to obtain and provide to you, if requested, copies of such Candidate's required qualifications or authorisations; and

5.2.2. if the Assignment involves caring for or attending, or working with, a vulnerable person, we will, in respect of any Candidate introduced by us to you for that Assignment, take all reasonably practicable steps to obtain and provide to you, if requested, copies of any relevant qualifications or authorisations, and two references from persons who are not relatives of the relevant Candidate.

5.3. All information which we are required to give to you with respect to any Candidate will be made available by us to you via the Platform or through such other method as we may specify. Where information is provided electronically,

we will not be required to provide such information in paper form.

- 5.4. If any suitable Candidates are identified following the submission of a request by you for the supply of a Candidate, you will have the opportunity to contact such Candidates directly (including via the Platform) in order to explore their experience and application in more detail. You are responsible for carrying out all the controls and procedures necessary to ensure that Candidates are suitable for the Assignment advertised and that candidates have the required qualifications and personal characteristics that fit the description provided.
- 5.5. To accept a Candidate for an Assignment, you must confirm the supply of that Candidate through the acceptance function of the Platform (where available) or through such other method as we may specify.

6. Candidates

- 6.1. When interacting with a Candidate via the Platform:
 - 6.1.1. it is recommended that you maintain conversation with interested Candidates via the messaging system on the Platform;
 - 6.1.2. you shall not encourage the Candidates to continue the engagement process via a different website, media, mobile application or any platform other than the Platform, or to continue the engagement process offline with you directly. If this happens repeatedly, we will close your account; and
 - 6.1.3. you cannot send links to Candidates to continue the engagement process via a different website, mobile application or any platform other than the Platform. If this happens repeatedly, we will close your account; and
 - 6.1.4. you must maintain polite and proper contact with Candidates, never using offensive or inappropriate language.
- 6.2. All Candidates which we may supply to you on a temporary basis pursuant to the Staffing Services are engaged by us on a contract for services between us and such Candidates. We are responsible for paying the Candidates supplied to you and, where appropriate, for the deduction and payment of National Insurance Contributions and applicable PAYE Income Tax.
- 6.3. Any Candidate supplied to you by us on a temporary basis will be under your supervision, direction and control for the duration of the performance of the Assignment.
- 6.4. If we supply you with a Candidate on a permanent basis, you will need to engage that Candidate on a contract for services between you and such Candidate, and you will be responsible for paying such Candidates

remuneration, and for deducting and paying National Insurance Contributions and applicable PAYE Income Tax in respect of such Candidate.

- 6.5. You accept to deal fairly and professionally with Candidates and not to do anything which may bring us or any of our group companies into disrepute. In case there is any complaint by a Candidate against us as a result of breach of this obligation or any other clause that is part of these Terms, we reserve the right to claim damages from you.

7. Timesheets and attendance of a Candidate

- 7.1. This condition 7 applies to Candidates supplied to you on a temporary basis only.
- 7.2. You are only liable for to pay for the period actually worked by a Candidate in the performance of the relevant Assignment. In order to ensure that we can verify the time spent by a Candidate in the performance of the relevant Assignment, you must submit a timesheet for each Candidate via the 'timesheet' function of the Platform (or through such other method as may be specified by us) by 11:59pm on a Tuesday for the previous week's work under the Assignment.
- 7.3. If you do not submit a timesheet with respect to a Candidate by the Timesheet Deadline, we will be entitled to assume that the Candidate completed the period of the Assignment in full.
- 7.4. You cannot decline to submit a timesheet because you are not satisfied with the qualifications, experience or work performed by the relevant Candidate. If you are not satisfied with the abilities or performance of a Candidate, you must notify us immediately, via the process specified by us, explaining why you are not satisfied, so that it can be considered by our client service team.
- 7.5. If a Candidate which you have accepted for an Assignment fails to attend such Assignment (or for any one shift within such Assignment) within a reasonable period following the required start time of the Assignment (or shift) without your prior consent, you must notify us in accordance with the procedure specified by us.
- 7.6. Each Candidate supplied to you will accrue holiday for either the number of days as set out in the Assignment, or the annual statutory minimum pro rata to the duration of the Assignment, whichever is the higher. No Candidates supplied to you are obliged to take holiday, but if they do, you must permit such Candidate to take holiday in accordance with your own company policy. Time taken as holiday by a Candidate must be entered as time taken as holiday on the applicable timesheet.

8. Your Other Obligations

- 8.1. You are solely responsible for the form, completeness and accuracy of any content submitted to the Platform.
- 8.2. You will only submit content that is true and not in any respect inaccurate misleading, deceptive or likely to mislead or deceive.
- 8.3. Any and all adverts for Assignments that you submit shall relate to specific and genuine Assignments that were available at the time of posting.
- 8.4. You acknowledge the importance of providing accurate feedback regarding a Candidate, for the purpose of us determining the suitability of such Candidate for future Assignments. You shall use reasonable efforts to give feedback regarding the performance of each Candidate once the relevant Assignment is complete via the 'feedback' function of the Platform (where available) or in accordance with the procedure specified by us.
- 8.5. By submitting content, you permit any user of Platform to view, store and reproduce such content for personal use.
- 8.6. You will ensure that all content submitted by you complies with all applicable laws including, but not limited to, the Sex Discrimination Act 1975, Race Relations Act 1976, Disability Discrimination Act 1995, Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, Employment Equality (Religion or Belief) Regulations 2003, Employment Equality (Sexual Orientation Regulations) 2003 and Employment Equality (Age) Regulations 2006 and any other statutory or common law requirements relating to discrimination. You will also ensure that all content complies with the minimum requirements set out in Regulation 27 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

9. Our Rights

- 9.1. By providing us with information about your business on registration, you agree that we and our group companies can contact you during normal business hours by phone or email or other appropriate means in relation to matters regarding your account.
- 9.2. By submitting any content to the Platform, you grant us and our group companies a royalty free, perpetual, irrevocable, sub-licensable, non-exclusive, right and licence to use, reproduce, modify, publish, translate, transmit, communicate, display or create any derivative works from such content solely for the purposes of providing the Staffing Services and advertising and/or marketing the platform.

- 9.3. We reserve the right to edit the content of any Assignment offers posted by you in the event that these contain contact details such as physical addresses, email addresses or phone numbers that encourage Candidates to continue interaction regarding the relevant Assignment offer other via the Platform.
- 9.4. We have the right to edit Assignment titles when it is considered that it may improve the recommendations or algorithm performance. We may also change any field of the Assignment offer which you have incorrectly completed.
- 9.5. We reserve the right to reclassify your search for the publication of vacancies in our database, if we believe that it is not formulated efficiently.
- 9.6. We reserve the right to remove any content (including without limitation any information relating to an Assignment) which we deem to be inaccurate, misleading, deceptive, likely to mislead or deceive or of an unacceptable standard. If we disable or delete any content submitted by you, we will use reasonable endeavours to, but are not obliged, to contact you in advance.
- 9.7. We may withdraw any Assignment offer that contains links to a web page that, in our opinion, is unlawful, defamatory, offensive, fraudulent, violent, discriminatory, obscene or sexually explicit or that may affect our reputation. You will indemnify us from and against any claim or liability caused by the content of Assignment offers or any links published as part of any Assignment offer.
- 9.8. We do not own or endorse the photographic content that users post to our Platforms. As a user of our Platform, you are solely responsible for the any photographic content you submit. When uploading photos, you grant us a non-exclusive right and licence to use, copy, re-use and distribute those photos at our discretion.

10. Charges and Payment

- 10.1. In consideration for the supply of a Candidate on a temporary basis, and subject to condition 10.8, you will pay us the following charges (the “**Charges**”) with respect to the period actually worked by each Candidate supplied to the you by us for an Assignment:
 - 10.1.1. an amount equal to the gross remuneration (as specified in the Assignment request and which has been agreed by the Candidate, comprising basic remuneration plus any bonuses) payable to such Candidate plus:
 - a) National Insurance Contributions as employer of the Candidate;
 - b) such employer's pensions contributions as are required by statute for the duration of the Assignment;

c) Holiday Pay; and

d) Statutory Sick Pay,

(together a) to d) being the "**Worker Costs**") (together the gross remuneration payable to the Candidate and the Worker Costs being the "**Gross Worker Cost**"); plus

10.1.2. a payroll processing cost equalling £1 per week worked by the Candidate; plus

10.1.3. 20% of the Gross Remuneration, representing our margin (or such alternative remuneration that has been agreed by us and you).

10.2. We will invoice you for the Charges payable in a calendar month within 14 days of the end of the calendar month to which the Charges relate, unless agreed otherwise by us and you.

10.3. In consideration for the supply of a Candidate on a permanent basis via the Platform, and subject to condition 10.8, you will pay us a flat fee of £2,500 (the "**Permanent Fee**"), and we will invoice you for the Permanent Fees payable in a calendar month within 14 days of the end of the calendar month to which the Permanent Fees relate, unless agreed otherwise by us and you.

10.4. In addition to the Charges, you shall be liable to pay a "**Transfer Fee**" if you:

10.4.1. engage any Candidate which has been introduced to you by us (whether on a permanent or temporary basis), and such engagement takes place other than via the Platform; or

10.4.2. introduce a Candidate, supplied to you via the Platform, to a third party and such introduction results in an engagement of the Candidate by the third party (whether on a permanent or temporary basis), other than via the Platform.

For the purposes of condition 10.4.1, the presumption shall be that all Candidates on the Platform have been introduced to you by us, unless you can provide evidence to the contrary.

10.5. The Transfer Fee will be agreed in writing between us and you in relation to specific Assignments. In the event that no specific Transfer Fee has been agreed between us and you then, subject to condition 10.8, the Transfer Fee shall be £2,500 plus VAT.

10.6. You undertake to inform us in writing immediately upon becoming aware that a Transfer Fee is, or may be, payable, and to co-operate fully and in a timely fashion with us to facilitate compliance with your obligations pursuant to this condition 10.

- 10.7. We will not refund the Transfer Fee in the event that the engagement of the Candidate pursuant to conditions 10.4.1 or 10.4.2 terminates.
- 10.8. We reserve the right to modify our prices at any time on our discretion. Advance notice will be given of any changes and no changes will be applied retroactively.
- 10.9. Unless expressed otherwise, all sums payable under this agreement are exclusive of VAT or any relevant local sales taxes, for which you may be responsible.
- 10.10. All invoices must be paid in full within 7 Business Days of an invoice being issued to you. In case of any delay in payment, we may suspend any or all of the Staffing Services until payment is received.
- 10.11. If you fail to make any payment due to the us under these terms by the due date for payment, then, without limiting the our rights and remedies, interest shall accrue on the overdue amount at the rate of 8% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You agree to pay any such interest owed together with the overdue amount.

11. Cancellations and refunds

- 11.1. You are entitled to cancel the supply of any Candidate supplied to you on a temporary basis by written notice to us (which may be through any 'cancellation' function available on the Platform or otherwise through the procedure specified by us):
 - 11.1.1. immediately if the Candidate fails to attend an Assignment (or any shift which forms part of that Assignment) within 4 hours of the agreed start time of that Assignment or shift, without your prior consent; or
 - 11.1.2. immediately if it is shown that the Candidate does not have the qualifications or authorisations notified to us by the you as required for the Assignment, or required by law or relevant professional body to perform the Assignment; or
 - 11.1.3. on no less than 24 hours' notice for any other reason.
- 11.2. We are entitled to cancel the supply of any Candidate supplied to you on a temporary basis, by written notice to the you (which may be through any 'cancellation' function available on the Platform or otherwise through the procedure specified by us):
 - 11.2.1. immediately if we have reasonable reason to believe that the relevant

Candidate is not suitable to perform the Assignment; or

11.2.2. on no less than 24 hours' notice for any other reason.

11.3. Subject to your submission of accurate timesheets by the timesheet deadline, if you are charged for time which is later shown to our reasonable satisfaction not to have been worked by the relevant Candidate, we will refund to you the amounts paid by you to us for such time not worked.

11.4. Except as set out in clause 11.3 above, we will not give any refunds for the performance, or of any failure to perform, of any Candidate.

12. Agency Workers Regulations 2010

12.1. Both us and you each acknowledge that Candidates supplied to you pursuant to the Staffing Services on a temporary basis may qualify for equal treatment pursuant to the Agency Workers Regulations 2010 (the "**AWR**"). In order to ensure that we can meet its legal obligations pursuant to the AWR, you warrants and represents that:

12.1.1. with respect to any Candidate supplied to you for an Assignment of 12 weeks or more, or which would otherwise qualify for equal treatment pursuant to the Agency Workers Regulations 2010, the rate of pay, expenses, benefits, holiday pay and other working conditions provided by you to such Candidate are no less than that which you would provide to an individual employed by you to perform the same role; and

12.1.2. you will provide us with, on demand, any and all information which we may require in order to ensure that we can comply with the Agency Workers Regulations 2010 with respect to equal treatment of Candidate supplied to you.

12.2. If the rate of pay, expenses, benefits, holiday pay or other remuneration needs to increase with respect to any Candidate supplied to you in order to ensure their equal treatment in accordance with the Agency Workers Regulations 2010, we shall be entitled to increase the Worker Costs and Holiday Pay charged to you accordingly to account for this.

12.3. If a Candidate makes any claim or complaint relating to the pay, benefits or working conditions of an Assignment for which such Candidate is supplied to you, you must cooperate fully with us to resolve the issue.

13. Warranties, Representations and Indemnity

13.1. You represent and warrant to us that:

13.1.1. you have the power and authority to enter into these Terms and grant

all rights granted or purported to be granted and fully perform your obligations hereunder;

- 13.1.2. you have or will have obtained prior to transmission all necessary rights, consents, licences, clearances and waivers in relation to the content (including without limitation any musical recordings and compositions contained in the content) to enable us to publish the Content on the Platform and you shall be solely responsible for any and all payments due to third parties as a result of such publication;
- 13.1.3. no content will constitute an invitation or inducement to engage in investment activity within the meaning of the Financial Services and Markets Act 2000;
- 13.1.4. you shall not send directly or indirectly, a cookie (being a packet or piece of data or other information sent by a web server to a client device, to be stored on that client device and which is sent back to that web server each time the client device makes additional requests from that web server) to the device of any user of the Website or App who accesses the content, irrespective of whether any such device has been enabled by such user to receive cookies; and
- 13.1.5. you have a valid notification under, and have and will comply with all relevant requirements of the General Data Protection Regulation 2016 (Regulation (EU) 2016/679), and have and will comply with all relevant requirements of the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guidance issued by the Information Commissioner in relation to obtaining, storing and use of personal data derived from using the Staffing Services, viewers of content or otherwise in connection with these Terms.

13.2. You shall indemnify and defend us from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, legal costs and expenses and value added tax thereon) and liabilities suffered or incurred, directly or indirectly, by us in consequence of any:

- 13.2.1. breach, non-performance or non-observance by you of any of your obligations, warranties, representations and undertakings contained in these Terms; or
- 13.2.2. your use, publication, reproduction or transmission of content on the Platform.

14. Termination of this Agreement

14.1. Where we agree to provide Staffing Services, you will continue to be subject to

these terms unless and until this Agreement is terminated in accordance with this condition 14.

- 14.2. You may terminate this Agreement for us to provide Staffing Services:
 - 14.2.1. at any time by notifying us through the Platform or in such other manner as we may specify, however:
 - a) no refunds for payments already made will be given and any outstanding amounts owed shall remain payable;
 - b) any agreed discounts shall cease to apply;
 - 14.2.2. if we breach these terms to provide Services to you and such breach cannot be rectified within ten days of your notification to us of such breach;
 - 14.2.3. if we becomes insolvent or go into liquidation.
- 14.3. We may terminate this Agreement for us to provide Staffing Services immediately if:
 - 14.3.1. you are in breach of these Terms, and such breach cannot be rectified within ten days of your being notified of such breach;
 - 14.3.2. you become insolvent, cease to trade or go into liquidation;
 - 14.3.3. we cease to offer the relevant Staffing Services; or
 - 14.3.4. our publication of the Platform is restricted, curtailed or prevented by any law, regulation, guideline, code or any other act or thing beyond our control.
- 14.4. In the event that this Agreement is terminated (for whatever reason) you will still be liable to pay us all unpaid Charges, Permanent Fees, and Transfer Fees which have accrued prior to the date of the termination. We shall raise, and deliver to you, an invoice for any such fees within 14 days of the date of the termination of this Agreement, and you agree to pay any such invoice in full within 7 Business Days of the invoice being issued to you.

15. Limitation of Liability

- 15.1. We are not responsible for the accuracy or reliability of the information contained in the profiles of Candidates on the Platform.
- 15.2. We are not liable to you or to any third party for any damages resulting from our publication of any Assignment offer which is untrue, misleading, discriminatory, illegal or which in any other way breaches the requirements of these Terms of Use or any other terms and conditions applicable to the Staffing

Services.

- 15.3. Except unless otherwise stated in writing and agreed with us, no protection or assurances against proximity to competitors on the Platform is given by us.
- 15.4. We accept no liability for any loss suffered by you or by any third party arising from the acts or omissions of any Candidate whilst such Candidate is under your supervision, direction or control.
- 15.5. We are not responsible for the publication, change, deletion, delay in publication or deletion of any content required by any competent authority with jurisdiction and responsibility for regulations on electronic and online advertising on the Internet (including without limitation the authority of Advertising Standards or other body that replaces it).
- 15.6. Our aggregate liability in respect of any loss or damage suffered by you and arising out of or in connection with these Terms, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the fees actually paid by you to us in accordance with condition 10, during the year in which such loss or damage is suffered.
- 15.7. We shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
 - 15.7.1. any loss arising from or in connection with loss of revenues, profits, contracts, or business or failure to realize anticipated savings;
 - 15.7.2. any loss of goodwill or reputation; or
 - 15.7.3. any indirect or consequential losses suffered or incurred by you arising out of or in connection with any matter under these Terms.
- 15.8. Nothing in this clause shall limit our liability for death or personal injury resulting from our negligence or for fraud.

16. Confidentiality and Publicity

- 16.1. You agree to maintain strict confidentiality of any data or information provided by us to you, to which you have access and / or which comes to light as a result of your use of the Platform or our Staffing Services, including all information relating to technical expertise, know-how, methodologies, products, services, customers or our business activities and you will not allow such information to be transferred or made accessible to third parties without our express authorisation ("**Confidential Information**").
- 16.2. You shall not use any Confidential Information except in connection with the performance of the Services provided to you by us, or make any announcement relating to our provision of any Staffing Services to you, without our prior

written approval.

- 16.3. This obligation of confidentiality will be extended to your staff and / or any other person involved in your receipt of the Staffing Services.
- 16.4. Notwithstanding condition 16.2, you shall be entitled to make any disclosure of any Confidential Information or make any statement or announcement where it is required to do so by law or by any governmental or other regulatory authority but then only to the extent so required.
- 16.5. The confidentiality obligations set out in this clause shall remain in force during the term of this agreement, and subsist indefinitely.
- 16.6. You shall not without our prior consent claim any association with us or use our name, mark or logo or otherwise refer to us or our services or publish any information in connection with any job advertisement which has been published or is scheduled for publication.

17. Data Protection

- 17.1. For the purposes of this clause the following terms shall have the meanings given to them in the Data Protection Act 1998 and any laws that replace or amend any of these (including without limitation the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) (the “Act”): “**personal data**”; “**Data Controller**”; “**Data Processor**” and “**processing**” (or “**process**”).
- 17.2. For the purposes of this clause Data Controller means you and Data Processor means us.
- 17.3. The Data Processor shall process the personal data only in accordance with the Data Controller’s instructions from time to time and shall not process the personal data for any purpose other than those expressly authorised by the Data Controller.
- 17.4. The Data Processor shall at all times during the term of this agreement comply with and process personal data in accordance with the provisions of and obligations imposed on it by the Act (including making and/or amending all registrations necessary to allow it to fulfil its obligations under this agreement), the data protection principles and any other similar applicable legislation and any guidance issued in relation to it and in accordance with the Data Controller’s reasonable instructions.
- 17.5. Both us and you warrant to each other that it will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 17.6. Both us and you acknowledge and agree that the only type of personal data that shall be processed by the Data Processor in connection with this

Agreement (unless otherwise agreed between the parties) is data relating to your employees which may include the name, telephone number (landline and/or mobile telephone), and email address, and/or bank account details of the relevant employee of you for the purposes of the provision of the Staffing Services including (without limitation):

- 17.6.1. Sending applications for Assignments to you pursuant to this Agreement;
- 17.6.2. sending notifications pursuant to this Agreement; and
- 17.6.3. sending invoices your in accordance with conditions 10 and 14.4.

17.7. The personal data referred to in condition 17.6 shall be retained for the duration of this Agreement. All such processing shall be carried out only to the extent and duration necessary for those purposes.

17.8. The Data Processor shall only process personal data outside of the European Economic Area with the prior written consent of a senior manager of the Data Controller, such consent to be in the Data Controller's absolute discretion.

18. Intellectual Property

18.1. The content, layout, usability and format of the Platform may vary solely and exclusively at our discretion.

18.2. All intellectual property rights (being all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) in the Platform, our techniques and know-how and any intellectual property rights created by us during the provision of the Staffing Services shall belong exclusively to us.

19. Force Majeure

We shall have no liability for any delay in or failure to perform any or all of our obligations under these Terms if the delay or failure arises from or is attributable to acts, events, omissions or accidents beyond our reasonable control including, without limitation, industrial disputes (where caused by events or circumstances which are themselves beyond our reasonable control), nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law, governmental order, rule, regulation, or direction, failure of

technical facilities, accident, fire, flood, storm or default of suppliers or sub-contractors.

20. Notices

Any notice given under these Terms shall be in writing and served by hand, prepaid, recorded or special delivery post or prepaid international recorded airmail to the relevant addressee at the address given as part of the registration process, or such other address as the relevant party may designate to the other in writing from time to time. Any such notice shall be deemed to have been served at the time of delivery. For the avoidance of doubt, notice given under these Terms shall not be validly served if sent by email.

21. Severance

If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that part shall be deemed to be severable from these Terms and shall not affect the validity and enforceability of any of the remaining parts of these Terms.

22. Conflict of Terms

In the event of any conflict between the interpretation of these Terms and the interpretation of the Privacy Policy and/or Candidate Terms, and/or Company Terms, these Terms shall prevail.

23. Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any part of these Terms.

24. Third Party Rights

Except insofar as these Terms expressly provide that a third party may in his own right enforce a term of these Terms, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Terms but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

25. Governing Law and Jurisdiction

These Terms, the jurisdiction clause contained in them and all non-contractual obligations arising in any way whatsoever out of or in connection with these terms and conditions, are governed by, construed and take effect in accordance with the law of England and Wales.

26. Definitions

- 26.1. In these Terms, capitalised terms not otherwise defined have the following meanings:
- 26.1.1. "**Business Day**" means a day on which the English clearing banks are ordinarily open for the transaction of normal banking business in the City of London (other than a Saturday or Sunday);
 - 26.1.2. "**Group**" means in relation to a company, that company, each and any subsidiary or holding company of that company and each and any subsidiary of a holding company of that company.
 - 26.1.3. A reference to a "**holding company**" or a "**subsidiary**" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee.