

Terms of Business for the Introduction of Permanent Staff



1. DEFINITIONS & INTERPRETATION

1.1. In these Terms of Business (**Terms**) the following definitions apply:

Cancellation Fee means the fee payable by the Client to Skyline in accordance with clause 6 if the Client withdraws an offer of Engagement;

Candidate means a person who is Introduced by Skyline to the Client;

Client means the person, firm, organisation or company to which the Candidate is Introduced and shall, where applicable, include any holding, subsidiary, associated or connected company which may Engage the Candidate;

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

Data means personal data and special/sensitive personal data within the meaning of the Data Protection Legislation;

Data Protection Legislation means (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the Data Protection Act 2018 or the GDPR;

Employee means any current or former employee of Skyline with whom the Client has had material dealings;

Engagement means the engagement, employment, appointment, hire or use of the Candidate or Employee by the Client on any basis whatsoever, whether directly or indirectly through any corporate entity;

Introduction means (i) the provision by Skyline to the Client of a CV or other information which expressly or impliedly identifies a Candidate or (ii) the arrangement by Skyline of an interview or meeting between the Client and a Candidate whether face to face, by telephone or by web/video conference; "Introduce," "Introduces" and "Introduced" shall be interpreted accordingly;

Introduction Fee means the fee payable by the Client to Skyline;

Introduction Period means the 12 month period from the most recent Introduction or Third Party Introduction of a Candidate;

Payment Terms means 14 days from the date of Skyline's invoice;

Recruitment Services means the Introduction of Candidates to the Client by Skyline;

Refund Period means the 12 week period from commencement of a Candidate's engagement;

Remuneration means (i) the gross annualised remuneration package payable by the Client (or third party) for the Engagement including, without limitation, basic salary, guaranteed bonuses and commission, 50% of any estimated bonuses and commission, any allowances and all other taxable and non-taxable emoluments. £5,000 shall be added to the Remuneration in respect of any company car or (ii) if the Engagement is on a self-employed basis or via a personal services company or any other corporate entity, the total estimated annualised fees payable in respect of the Engagement;

Skyline means Skyline Group Solutions Limited, (registered in England and Wales No. 10064632) whose registered office is at Forum 3, Parkway, Whiteley, Fareham, Hampshire PO15 7FH;

Third Party Engagement means the engagement of a Candidate by a party other than the Client following a Third Party Introduction; and

Third Party Introduction means the disclosure of a Candidate's details to a third party by the Client.

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the other genders.

1.3. A person includes a natural person, firm, corporate or unincorporated body (whether or not having a separate legal personality).

1.4. Any phrase introduced by the words including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those words.

1.5. A reference to a statute or statutory provision is reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.6. The headings in these Terms are for convenience only and do not affect their interpretation.

2. BASIS OF CONTRACT

2.1. These Terms form the entire agreement between the parties for the provision of the Recruitment Services to the exclusion of any terms or conditions of purchase proposed or issued by the Client unless otherwise agreed in writing by a director of Skyline.

2.2. These Terms shall be deemed to be accepted upon the Client expressly indicating acceptance in writing, instructing Skyline to Introduce a Candidate, making further enquiries about a Candidate who has been Introduced, interviewing or meeting with a Candidate following an Introduction by Skyline or making a Third Party Introduction, whichever occurs first.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of Skyline and the Client, are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2.4. The Client warrants that it has not relied on any contractual statement, promise or representation made or given by or on behalf of Skyline which is not set out in these Terms.

2.5. For the purposes of the Conduct Regulations, Skyline shall act as an Employment Agency when providing the Recruitment Services.

3. INTRODUCTIONS & OFFERS

3.1. Skyline shall provide Recruitment Services to the Client and use reasonable endeavours to Introduce Candidates from time to time who:

3.1.1. Meet the criteria specified by the Client pursuant to clause 9.3, where applicable; or

3.1.2. Skyline believes may otherwise be of interest or relevance to the Client.

3.2. An Introduction by Skyline shall be deemed to be the sole and effective cause of any Engagement of the Candidate unless all of the following conditions apply:

3.2.1. The Client has, in the 6 month period prior to Skyline's Introduction of the Candidate, been in active discussions with the Candidate, directly or through another employment agency, with a view to employing the Candidate in the same position;

3.2.2. The Client provides evidence of such active discussions to Skyline's reasonable satisfaction; and

3.2.3. The Client has not requested or arranged an interview of the Candidate through Skyline or otherwise used Skyline to facilitate the Engagement of the Candidate in any way.

3.3. The Client shall:

3.3.1. Notify Skyline immediately of any offer of an Engagement which it makes to a Candidate and the relevant terms of such offer;

3.3.2. Notify Skyline immediately upon the acceptance of an offer of Engagement by a Candidate;

3.3.3. Provide details to Skyline of the Remuneration agreed with the Candidate and, if requested by Skyline, a copy of the proposed contract of employment.

4. INTRODUCTION FEE

- 4.1. Where Skyline is the effective cause of an Engagement under clause 3.2, the Client will pay an Introduction Fee to Skyline in respect of each Candidate who is Engaged within the Introduction Period, irrespective of whether the Candidate is Engaged in the position for which the Candidate was originally Introduced.
- 4.2. Skyline shall issue an invoice for the Introduction Fee on the first day of the Engagement or as soon as reasonably practicable thereafter. VAT shall be charged on all sums invoiced under these Terms.
- 4.3. The Client shall settle Skyline's invoice within the Payment Terms and time for payment shall be of the essence.
- 4.4. If the Client does not pay Skyline's invoice within the Payment Terms, Skyline may:
- 4.4.1. Pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, charge late payment compensation on such invoice;
- 4.4.2. Charge interest at the rate of 6% per annum above the base rate of the Bank of England from the due date until the date of payment; and
- 4.4.3. Where applicable, submit a further invoice in accordance with clause 4.8.
- 4.5. Subject to clauses 4.6, the Introduction Fee payable to Skyline by the Client in respect of an Engagement shall be an amount equivalent to a percentage of the Remuneration payable for the Engagement, rounded to the nearest pound and calculated in accordance with the following scale:

| Remuneration | Introduction Fee |
|-------------------|------------------|
| Up to £39,999 | 20% |
| £40,000 and above | 25% |

- 4.6. The minimum Introduction Fee for an Engagement shall be £4,000.
- 4.7. The Introduction Fee shall be charged on an annualised basis for a fixed term Engagement of less than 12 months and shall not be reduced pro-rata.
- 4.8. Any discount or reduction in the Introduction Fee which is agreed between the parties is contingent upon (i) the Client complying with clause 3.3 in all respects and (ii) the Client paying Skyline's invoice for the Introduction Fee within the Payment Terms.
- 4.9. If the amount of actual Remuneration is not known, if it is impracticable to determine the Remuneration or the Client fails to provide details of such Remuneration to Skyline, Skyline will charge an Introduction Fee based on the level of Remuneration which, in Skyline's reasonable opinion, is the market rate for the Engagement.
- 4.10. All Introduction Fees shall be charged to the Client in Pounds Sterling (GBP). Where a Candidate's Remuneration is not provided in GBP, for the purposes of calculating the Introduction Fee, Skyline shall convert the Remuneration to GBP using the exchange rate published by the Bank of England on the date of invoice and shall submit the invoice in GBP. The Client shall bear all bank and currency exchange charges when paying Skyline's invoice.

5. REFUND GUARANTEE

- 5.1. If the Engagement terminates in the Refund Period, the Introduction Fee or part will be refunded to the Client in accordance with the scale set out in clause 5.2 (**Refund**), provided that:

- 5.1.1. The Client paid the Introduction Fee within the Payment Terms;
- 5.1.2. The Client notified Skyline in writing within 3 working days of the termination of the Engagement, giving the reasons for such termination;
- 5.1.3. The Candidate has not been made redundant or been wrongfully or unfairly dismissed by the Client;
- 5.1.4. The Engagement is not a Third Party Engagement;
- 5.1.5. Skyline had not previously arranged to supply the Candidate to the Client as a Temporary Worker for a period of more than one month; and
- 5.1.6. Skyline are exclusively instructed to Introduce a suitable replacement Candidate to the Client and are unable to do so within 28 days of being so instructed.

- 5.2. Subject to clause 5.1, Skyline shall give a Refund to the Client in accordance with the following scale:

| Week Candidate Leaves | % Refund |
|-----------------------|----------|
| 1-4 | 75% |
| 5-8 | 50% |
| 9-12 | 25% |

- 5.3. For the purposes of this clause 5, the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client but for any period of garden leave or payment in lieu of notice, whichever is later.
- 5.4. If the Client receives a Refund and subsequently engages the Candidate again within 12 months, the Client must repay the Refund to Skyline without delay and the Client shall have no further right to a Refund if the Engagement then terminates for any reason.

6. CANCELLATION FEE

If the Client decides to withdraw an offer of Engagement for a reason which does not relate to the Candidate's suitability for the position, the Client shall pay to Skyline a Cancellation Fee of 25% of the Introduction Fee, which shall be invoiced in accordance with clause 4.

7. NON-SOLICITATION

If the Client makes an offer of Engagement to an Employee and such Employee commences the Engagement within 6 months of leaving Skyline's employment, the Client shall pay an Introduction Fee to Skyline, which shall be calculated and invoiced in accordance with clause 4. The Client shall have no entitlement to a Refund if the Employee's Engagement terminates for any reason.

8. THIRD PARTY INTRODUCTIONS

- 8.1. If a Third Party Introduction results in a Third Party Engagement within the Introduction Period, the Client shall pay an Introduction Fee, which shall be calculated and invoiced in accordance with clause 4.
- 8.2. The Client shall have no entitlement to a Refund if the Third Party Engagement terminates for any reason.

9. RESPONSIBILITY FOR VETTING CHECKS

- 9.1. Skyline shall endeavour to ensure that Candidates Introduced to the Client are suitable to work in the position which the Client is seeking to fill by taking reasonably practicable steps to:
- 9.1.1. Ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the relevant position;
- 9.1.2. Ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body for the Candidate to work in the relevant position; and
- 9.1.3. Confirm that the Candidate is willing to work in the position.
- 9.2. Notwithstanding clause 9.1, the Client shall satisfy itself as to the suitability of the Candidate for the position they are seeking to fill by:
- 9.2.1. Interviewing the Candidate;
- 9.2.2. Taking up any references provided by the Candidate before Engaging the Candidate;
- 9.2.3. Checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;

- 9.2.4. Arranging any medical examinations and/or investigations into the medical history of any Candidate; and
 - 9.2.5. Checking any other requirements, qualifications or permissions required for the Candidate to be Engaged by the Client.
- 9.3. The Client shall provide to Skyline all such information as Skyline shall reasonably require regarding the position which the Client is seeking to fill including, without limitation, the information specified in Regulation 18 of the Conduct Regulations.

10. CONFIDENTIALITY & DATA PROTECTION

- 10.1. The Client shall treat all information relating to a Candidate which is provided during the recruitment process as confidential and:
- 10.1.1. Must not use such information for any other purpose without the prior consent of Skyline and the Candidate; and
 - 10.1.2. Must ensure that its employees, representatives and agents are all bound by written confidentiality obligations in respect of such information.
- 10.2. The Client acknowledges that, unless otherwise agreed between the parties in writing, the Client and Skyline shall act as data controllers in respect of any Data relating to a Candidate and the Client must:
- 10.2.1. Control and process such Data in accordance with the Data Protection Legislation;
 - 10.2.2. Provide to the Candidate the information specified under Article 14 of the GDPR and, if requested by the Client, Skyline shall use reasonable endeavours to assist the Client in this regard;
 - 10.2.3. Notify Skyline without delay if any Data provided by Skyline in respect of a Candidate is subject to any data privacy breach prior to the Candidate commencing an Engagement.
- 10.3. The Client must not apply for a reference from the Candidate's current employer prior to the Candidate formally accepting an offer of Engagement.

11. TERMINATION

- 11.1. Either party may terminate the provision of Recruitment Services by Skyline at any time by notifying the other party in writing.
- 11.2. Any provision of these Terms that expressly or by implication is intended to continue in force on or after termination of the Recruitment Services shall remain in full force and effect including, without limitation, the validity of any Introduction which was made by Skyline prior to such termination and Skyline's right to charge an Introduction Fee in respect of any Engagement of a Candidate within the Introduction Period.

12. LIABILITY

- 12.1. Whilst Skyline will use reasonable endeavours to ensure that any Candidate Introduced to the Client meets the requirements specified by the Client pursuant to clause 9.3, Skyline gives no warranty, whether express or implied, as to the ability, integrity or character of the Candidate.
- 12.2. Skyline shall not be liable to the Client for any indirect or consequential losses or for any loss of profit, loss of business or loss of goodwill howsoever arising.
- 12.3. Subject to clause 12.4, the aggregate liability of Skyline to the Client in respect of any claim or series of claims arising out of or in connection with these Terms and whether arising in contract, tort (including negligence) or otherwise, is limited to the Introduction Fee paid by the Client to Skyline in respect of the Engagement in relation to which such claim arises or, if there was no Engagement or if the claim does not relate to an Engagement, the sum of £5,000.
- 12.4. Skyline does not limit or exclude liability for death or personal injury arising from its own negligence, for fraud or fraudulent misrepresentation or for any other claim which may not be limited or excluded by law.
- 12.5. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.
- 12.6. Any claim which the Client may bring against Skyline pursuant to these Terms must be commenced within 12 months of the date on which the Client becomes aware or should reasonably have become aware of such claim.
- 12.7. The Client shall indemnify Skyline against all losses, damages, costs, claims (whether actual or threatened) and fees (including legal fees) suffered or incurred by Skyline as a result of the Client's breach of contract, negligence (or any other tortious act), breach of statutory duty or otherwise.

13. BRIBERY & ANTI-CORRUPTION

- 13.1. The Client and Skyline each warrant that they shall:
- 13.1.1. Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
 - 13.1.2. Promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with the performance of these Terms.

14. GENERAL PROVISIONS

- 14.1. The Client shall not assign any of its rights or obligations under these Terms without the written consent of Skyline.
- 14.2. Skyline may assign any monies owing from the Client to a third party including, without limitation, a recruitment finance or factoring company and, if relevant, the provisions of clause 4 may be enforced by such third party.
- 14.3. Subject to clause 14.2, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 14.4. The Client shall not deduct or set off against any sum due to Skyline under these Terms, any sum which is owed or which the Client alleges or claims is owed by Skyline to the Client, whether under these Terms or under any other agreement between Skyline and the Client.
- 14.5. If any of the provisions of these Terms is determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the Terms, which shall continue to be valid to the fullest extent permitted by law.
- 14.6. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.7. These Terms shall be interpreted in accordance with English law.
- 14.8. The parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising between the parties in relation to the interpretation or performance of these Terms.

Terms of Business for the Supply of Temporary Workers

1. DEFINITIONS & INTERPRETATION

1.1. In these Terms of Business (**Terms**), the following definitions apply:

Agency Worker means a Temporary Worker who is an agency worker within the meaning of the AWR, including someone employed by an Intermediary under a contract of service;

Assignment means the temporary role or project which the Temporary Worker shall undertake for the Client;

Assignment Schedule means the document confirming details of the Assignment which is issued to the Client by Skyline;

AWR means the Agency Workers Regulations 2010;

Charges means the charges made by Skyline for the supply of the Temporary Worker including the Temporary Worker's hourly or daily rate, Skyline's commission, any agreed expenses and, where applicable, any Employer's National Insurance contributions, pension contributions, holiday pay and additional monies due pursuant to the AWR;

Client means the person, firm, organisation or company to which the Temporary Worker is introduced by Skyline including, where applicable, any holding, subsidiary, associated or connected company which may engage the Temporary Worker; **Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

Contractor means a limited company or limited liability partnership engaged by Skyline under a contract for services and supplied to the Client to perform the Services;;

Data means personal data and special/sensitive personal data within the meaning of the Data Protection Legislation;

Data Protection Legislation means (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the Data Protection Act 2018 or the GDPR;

Engagement means the engagement, employment or use of the Temporary Worker by the Client on any basis whatsoever directly or through any party other than Skyline. Engage, Engages and Engaged shall be interpreted accordingly;

Intermediary means a third-party company which is engaged by Skyline to provide an Agency Worker or Subcontractor;

Introduction means (i) the provision by Skyline to the Client of a CV or other information which expressly or impliedly identifies a Temporary Worker; (ii) the arrangement of an interview or meeting between the Client and a Temporary Worker whether face to face, by telephone or by web/video conference; or (iii) the supply of a Temporary Worker; and "Introduces" and "Introduced" shall be interpreted accordingly;

Payment Terms means 14 days from the date of Skyline's invoice;

Period of Extended Hire means an extension of the Assignment for 26 weeks following expiry of the Client's notice under clause 9.4;

Recruitment Services means the Introduction and supply of Temporary Workers to the Client by Skyline;

Relevant Period means the period defined in regulation 10(5) of the Conduct Regulations;

Representative means the director, officer or employee of a Contractor who performs the Services on behalf of the Contractor;

Remuneration means (i) the gross annualised remuneration package payable to the Temporary Worker for the Engagement including, without limitation, basic salary, guaranteed and estimated bonuses and commission, allowances and all other taxable and non-taxable emoluments. £5,000 shall be added to the Remuneration in respect of any company vehicle provided to the Temporary Worker or (ii) if the Temporary Worker is engaged on a self-employed basis, via a personal services company, an employment business or any other corporate entity, the total estimated annualised fees payable for the Temporary Worker's services;

Restricted Period means the later of (i) six months from the end of the Assignment or (ii) six months from the most recent Introduction of the Temporary Worker to the Client;

SDC means supervision, direction or control (or the right thereof) as to the manner in which the Temporary Worker provides the Services;

Services means the work to be carried out by the Temporary Worker during the course of the Assignment as described in the Assignment Schedule;

Skyline means Skyline Group Solutions Limited, (registered in England and Wales No. 10064632) whose registered office is at Forum 3, Parkway, Whiteley, Fareham, Hampshire PO15 7FH;

Subcontractor means a self-employed person, engaged by an Intermediary under a contract for services;

Temporary Worker means the person, firm or corporate body (including an umbrella company) introduced or supplied to the Client by Skyline and, save where otherwise indicated, includes a Contractor, Subcontractor, Representative and Agency Worker; and

Transfer Fee means the fee payable by the Client pursuant to clause 9.1.

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the other genders.

1.3. A person includes a natural person, firm, corporate or unincorporated body (whether or not having a separate legal personality).

1.4. Any phrase introduced by the words including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those words.

1.5. A reference to a statute or statutory provision is reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.6. The headings in these Terms are for convenience only and do not affect their interpretation.

2. BASIS OF CONTRACT

2.1. These Terms, together with the Assignment Schedule, form the entire agreement between the parties for the provision of the Recruitment Services to the exclusion of any terms or conditions of purchase proposed or issued by the Client unless otherwise agreed in writing by a director of Skyline.

2.2. These Terms shall be deemed to be accepted upon the Client expressly indicating acceptance in writing, instructing Skyline to introduce a Temporary Worker, engaging a Temporary Worker or otherwise utilising a Temporary Worker's services, whichever occurs first.

2.3. The Client shall not rely on any statement, promise or representation made or given by or on behalf of Skyline which is not set out in these Terms.

2.4. No variation or alteration to these Terms shall be valid unless the details of such a variation are agreed between a director of Skyline and the Client, are set out in writing and a copy of the varied Terms is given to the Client stating the date on or after which such varied Terms shall apply.

2.5. For the purposes of the Conduct Regulations, Skyline shall be acting as an employment business when providing the Recruitment Services.

2.6. Unless Skyline notifies the Client that a Temporary Worker has opted-out of the Conduct Regulations, the Conduct Regulations shall be deemed to apply to any Assignment carried out by a Temporary Worker.

3. INTRODUCTIONS

3.1. Skyline shall provide Recruitment Services to the Client and use reasonable endeavours to introduce Temporary Workers from time to time who:

3.1.1. Meet the criteria specified by the Client pursuant to clause 4.1 where applicable; or

3.1.2. Skyline believes may otherwise be of interest or relevance to the Client.

4. CLIENT OBLIGATIONS

- 4.1. The Client shall provide to Skyline all such information regarding the Assignment which is specified in Regulation 18 of the Conduct Regulations.
- 4.2. The Client will assist Skyline in complying with Skyline's duties under the Working Time Regulations 1998 (WTR) by supplying any relevant information about the Assignment not do anything to cause Skyline to breach its obligations under the WTR.
- 4.3. The Client will comply with the AWR and will assist Skyline with complying with its obligations under the AWR by, without limitation:
 - 4.3.1. Providing the Agency Worker with access to collective facilities and amenities and information about permanent employment opportunities with the Client;
 - 4.3.2. Providing information to Skyline about any previous assignment for which the Agency Worker has been supplied by any other employment business;
 - 4.3.3. Where relevant, providing written details of the relevant terms and conditions which apply to any actual or hypothetical comparator to the Agency Worker together with any amendments to such terms and conditions where appropriate;
 - 4.3.4. Co-operating with Skyline in responding to or assisting Skyline with responding to any question or complaint made under the AWR in a timely manner;
 - 4.3.5. Permitting a pregnant Agency Worker to attend ante-natal appointments, with pay, during working time after the 12-week qualifying period;
 - 4.3.6. Carrying out a risk assessment in respect of any pregnant Agency Worker and making such adjustments to the Assignment as are necessary to protect the Agency Worker's health and wellbeing or, where necessary, identifying a suitable alternative Assignment within the Client's organisation for the Agency Worker to perform; and
 - 4.3.7. After the 12 week qualifying period under the AWR, paying a proportional increase in the hourly charges for the Agency Worker where necessary, together with any other emoluments to which the Agency Worker is entitled.
- 4.4. The Client must:
 - 4.4.1. Notify Skyline of any health and safety risks relevant to the Assignment and the steps which the Client has taken to control or prevent such risks;
 - 4.4.2. Provide a safe working environment for the Temporary Worker;
 - 4.4.3. Ensure that, where applicable, the Temporary Worker uses all necessary safety and personal protective equipment during the Assignment;
 - 4.4.4. Comply with all statutory provisions, by-laws, codes of practice and other legal obligations in respect of the Temporary Worker's health and safety whilst carrying out an Assignment; and
 - 4.4.5. Maintain records of any accident or injury affecting the Temporary Worker and provide copies of such records to Skyline upon demand;
 - 4.4.6. Unless otherwise agreed with Skyline in writing, ensure that the Temporary Worker is insured under the Client's insurance policies for the duration of the Assignment; and
 - 4.4.7. Indemnify Skyline for any claim arising out of or in connection with the death or personal injury of the Temporary Worker in the course of or as a result of an Assignment.
- 4.5. Where Skyline supplies a Contractor or Subcontractor to perform the Services:
 - 4.5.1. The Client acknowledges that a Contractor may appoint an alternative Representative to perform the Services from time to time and, subject to verifying that the alternative Representative is equally skilled, qualified, security cleared and able to perform the Services, the Client shall accept the appointment of such alternative Representative;
 - 4.5.2. The Client shall not move the Contractor or Subcontractor to a different task or project or otherwise materially vary the Assignment without first agreeing such move or variation with Skyline.
 - 4.5.3. The Client acknowledges that the Contractor or Subcontractor shall determine their own schedule when performing the Services and the location in which such Services are performed, subject to the Client's reasonable operational requirements and the specific nature of the Assignment.
 - 4.5.4. Neither the Contractor nor any third party shall have any right to exercise SDC over the Contractor or Subcontractor. Nothing in this clause shall affect the Client's obligations under clause 4.4.
- 4.6. The Client must not request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.
- 4.7. The Client must notify Skyline without delay if it is aware of any reason why it would be detrimental to the interests of the Temporary Worker to carry out the Assignment.
- 4.8. The Client must notify Skyline without delay if it intends to Engage a Temporary Worker, extend an Assignment or otherwise vary the Assignment in any way.

5. PROVISION OF INFORMATION

- 5.1. Where the Conduct Regulations apply to an Assignment, Skyline shall provide to the Client all such information as is specified in Regulation 21 of the Conduct Regulations.
- 5.2. Skyline shall provide an Assignment Schedule to the Client on commencement of the Assignment or as soon as possible thereafter and the Client must notify Skyline without delay if the Client considers any information in the Assignment Schedule to be incorrect.
- 5.3. The Client shall provide all such information regarding an Assignment in writing as Skyline shall reasonably require to establish whether SDC applies to the Assignment. The Client warrants that such information shall be accurate in all respects and acknowledges that Skyline shall place full reliance upon such information for the purpose of establishing the basis on which the Temporary Worker may be engaged.

6. TIMESHEETS

- 6.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less), the Client shall approve a timesheet in a format specified by Skyline verifying the time worked by the Temporary Worker during that week.
- 6.2. The Client is responsible for ensuring that the time shown on the Temporary Worker's timesheet is correct, that any breaks or absences are recorded and that only duly authorised employees approve the timesheet.
- 6.3. If the Client is unable to approve the Temporary Worker's timesheet because the Client disputes the time claimed, the Client shall inform Skyline as soon as is reasonably practicable and shall co-operate fully and in a timely manner with Skyline to enable Skyline to establish the time, if any, worked by the Temporary Worker.
- 6.4. Failure to sign the timesheet does not affect the Client's liability to pay the Charges.
- 6.5. The Client acknowledges that Skyline shall rely upon the Client's confirmation of the number of hours worked by the Temporary Worker and the Client must not retrospectively adjust the number of hours confirmed as having been worked by the Temporary Worker.
- 6.6. The Client must not refuse to approve a timesheet on the basis that the Client is dissatisfied with the Services but the Client may be entitled to terminate the Assignment in accordance with clause 10 below.

7. CHARGES

- 7.1. The Client shall pay the Charges as specified in the Assignment Schedule.
- 7.2. Skyline shall issue an invoice to the Client for the Charges each week and such invoice shall be payable within the Payment Terms. VAT shall be charged at the standard rate on all sums invoiced under these Terms.
- 7.3. Skyline may vary the Charges, by giving written notice to the Client, to reflect any additional cost in supplying the Temporary Worker as a result of the AWR or any statutory change.
- 7.4. There are no refunds or rebates payable in respect of the Charges and the Client shall pay the Charges without deduction or set off.
- 7.5. If an invoice is not paid within the Payment Terms, Skyline may:
 - 7.5.1. Terminate the supply of Temporary Workers to the Client without notice;
 - 7.5.2. Pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, charge late payment compensation on such invoice;

- 7.5.3. Charge interest at the rate of 6% per annum above the base rate of the Bank of England from the due date until the date of payment; and
- 7.5.4. Refer the collection of such payment to a collection agency or legal representatives and, if so referred, the Client shall be liable for all costs, fees (including disbursements incurred by Skyline in recovering payment from the Client.

8. RESPONSIBILITY FOR PAYMENTS

Skyline is responsible for making payments to the Temporary Worker and, in respect of an Agency Worker, shall ensure that PAYE Income Tax and National Insurance Contributions are deducted from such payments pursuant to sections 44-47 of ITEPA 2003.

9. TRANSFER FEES

- 9.1. Subject to clause 9.4, the Client shall pay a Transfer Fee if the Client (i) Engages a Temporary Worker Introduced by Skyline or (ii) introduces the Temporary Worker to a third party and such introduction results in an engagement of the Temporary Worker by the third party and:
- 9.1.1. Where Skyline has not supplied the Temporary Worker to the Client, such Engagement commences within the Restricted Period;
- 9.1.2. Where Skyline has supplied the Temporary Worker to the Client and the Temporary Worker has not opted out of the Conduct Regulations, such Engagement commences within the Relevant Period; or
- 9.1.3. Where Skyline has supplied the Temporary Worker to the Client and the Temporary Worker has opted out of the Conduct Regulations, such Engagement commences within the Restricted Period.
- 9.2. The Transfer Fee shall be a sum equivalent to a percentage of the Remuneration payable to the Temporary Worker, rounded to the nearest pound and calculated in accordance with the following scale:

| Remuneration | Transfer Fee |
|-------------------|--------------|
| Up to £39,999 | 20% |
| £40,000 and above | 25% |

If the actual Remuneration is not disclosed to Skyline or if it is impracticable to calculate the Remuneration, the Transfer Fee shall be the hourly Charge at which the Temporary Worker was (or would have been) supplied to the Client multiplied by 350.

- 9.3. No refund of the Transfer Fee will be due if the Engagement subsequently terminates.
- 9.4. Unless the Temporary Worker has opted out of the Conduct Regulations, the Client may, instead of paying the Transfer Fee, on giving one week's written notice to Skyline, request that the Temporary Worker provides the Services for the Period of Extended Hire.
- 9.5. During a Period of Extended Hire, Skyline shall supply the Temporary Worker on the same terms as which they were supplied during the Assignment and, in any case, on terms no less favourable than those terms which applied immediately before Skyline received the notice pursuant to clause 9.4.
- 9.6. If Skyline is unable to supply the Temporary Worker for any reason outside its control for the whole or any part of the Period of Extended Hire (including the Client's refusal or failure to pay the Charges within the Payment Terms) or the Client does not wish to hire the Temporary Worker on the same terms as the Assignment but the Temporary Worker is Engaged by the Client directly or indirectly, the Client shall pay the Transfer Fee, reduced in proportion to any part of the Period of Extended Hire for which the Temporary Worker was supplied.

10. TERMINATION

- 10.1. Subject to clauses 10.2, 10.4 and 10.5, either party may terminate an Assignment at any time by giving the notice specified in the Assignment Schedule or, if no period of notice is specified, at any time without notice.
- 10.2. Irrespective of any notice period specified in the Assignment Schedule, either party may terminate an Assignment without notice if the other party has committed a serious or persistent breach of its obligations under this Agreement, if the other party undergoes a change of control or becomes insolvent.
- 10.3. Skyline shall have no liability to the Client if the Temporary Worker fails to give the agreed notice, if any, upon terminating the Assignment.
- 10.4. Skyline may terminate an Assignment without notice if it becomes aware of any reason why the Temporary Worker is unsuitable to work in the Assignment.
- 10.5. If the Client, acting reasonably, is dissatisfied with the Services, the Client may on the first day terminate an Assignment within the first 4 hours if the booking was for more than 7 hours (or within the first 2 hours if the booking was for 7 hours or less) and, provided that such termination is confirmed by the Client in writing within 48 hours, Skyline shall cancel the Charges for such period.
- 10.6. Either party may terminate the provision of Recruitment Services by Skyline at any time by notifying the other party in writing.
- 10.7. Any provision of these Terms that expressly or by implication is intended to continue in force on or after termination of the Recruitment Services shall remain in full force and effect including, without limitation, the validity of any Introduction which was made by Skyline prior to such termination and Skyline's right to charge a Transfer Fee in accordance with clause 9.1.

11. CONFIDENTIALITY AND DATA PROTECTION

- 11.1. The Client shall treat as confidential all information relating to a Temporary Worker which is provided during the recruitment process and:
- 11.1.1. Must not use such information for any other purpose without the prior consent of Skyline and the Temporary Worker; and
- 11.1.2. Must ensure that its employees, representatives and agents are all bound by written confidentiality obligations in respect of such information.
- 11.2. The Client acknowledges that, unless otherwise agreed between the parties in writing, the Client and Skyline shall act as data controllers in respect of any Data relating to a Temporary Worker and the Client must:
- 11.2.1. Control and process such Data in accordance with the Data Protection Legislation;
- 11.2.2. Provide to the Temporary Worker the information specified under Article 14 of the GDPR and, if requested by the Client, Skyline shall use reasonable endeavours to assist the Client in this regard; and
- 11.2.3. Notify Skyline without delay if any Data provided by Skyline in respect of a Temporary Worker is subject to any data privacy breach prior to the Temporary Worker commencing or completing an Assignment.
- 11.3. Save to the extent that Skyline is required to disclose such information to the Temporary Worker, Skyline shall keep confidential any information provided by the Client for the purpose of complying with the AWR and shall not use it for any other purpose.

12. NON-SOLICITATION

If the Client makes an offer of employment or engagement to any Skyline employee with whom the Client has had material dealings and the employee commences such employment or engagement within 6 months of leaving Skyline, the Client must pay a fee to Skyline, calculated in accordance with clause 9.2.

13. LIABILITY

- 13.1. Whilst Skyline shall use reasonable endeavours to introduce Temporary Workers to the Client, Skyline shall not be liable if it does not introduce a Temporary Worker.
- 13.2. The Client shall be responsible for the supervision, direction and control of any Agency Workers during their Assignment.
- 13.3. Skyline shall not be liable for (i) the acts or omissions of any Temporary Worker (ii) any loss, theft or damage to any tools, equipment or other property issued to or used by the Temporary Worker during the Assignment or (iii) the performance or non-performance of the Services.
- 13.4. In the event of any error or defect in Services which are performed by a Contractor or Subcontractor and notified to Skyline within a reasonable period, Skyline shall request that the Contractor or Subcontractor remedies such error or defect in its own time and at its own expense. Skyline shall not however be liable to the Client if the Contractor or Subcontractor refuses or fails to remedy such error or defect.

- 13.5. Skyline shall not be liable to the Client for any indirect or consequential losses or for any loss of profit, business, reputation or goodwill howsoever arising.
- 13.6. Subject to clause 13.7, the aggregate liability of Skyline to the Client in respect of any claim or series of claims arising out of or in connection with these Terms, a negligence), breach of statutory duty or otherwise shall be limited to 10% of the Charges paid by the Client in relation to the relevant Temporary Worker in the three-month period immediately prior to such claim arising or, if there was no supply of a Temporary Worker or if the claim does not relate directly to the supply of a Temporary Worker, the sum of £5,000.
- 13.7. Skyline does not limit or exclude liability for death or personal injury arising from its own negligence, for fraud or fraudulent misrepresentation or for any other claim which may not be limited or excluded by law.
- 13.8. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.
- 13.9. Any claim which the Client may bring against Skyline pursuant to these Terms must be commenced within 12 months of the date on which the Client becomes aware or should reasonably have become aware of such claim.
- 13.10. The Client shall indemnify and keep indemnified Skyline against all losses, damages or claims suffered or incurred by Skyline as a result of the Client's breach of contract, negligence (or any other tortious act), breach of statutory duty or otherwise.

14. BRIBERY & ANTI-CORRUPTION

- 14.1. The Client and Skyline each warrant that they shall:

- 14.1.1. Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and

- 14.1.2. Promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with the performance of these Terms.

15. GENERAL PROVISIONS

- 15.1. The Client shall not assign any of its rights or obligations under these Terms without the written consent of Skyline.
- 15.2. Skyline may assign any monies owing from the Client to a third party including, without limitation, a recruitment finance or factoring company and, if relevant, the provisions of clause 7 may be enforced by such third party.
- 15.3. Subject to clause 15.2, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 15.4. If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the Terms, which shall continue to be valid to the fullest extent permitted by law.
- 15.5. No failure or delay by a party in exercising any right or remedy under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 15.6. The Terms shall be interpreted in accordance with English law.
- 15.7. The parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising between the parties in relation to the interpretation or performance of these Terms.