

CLIENT TERMS OF BUSINESS FOR CONTRACT VACANCIES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following definitions and rules of interpretation apply:

Candidate means any person Introduced to the Client as a work seeker by ISL for the purpose of the Engagement whether employed, self employed or providing their services through a personal service company.

Charge means the daily or hourly rate charged to the Client by ISL which is calculated according to the number of days or hours (as applicable) worked by the Candidate and comprises of the Candidate's remuneration, ISL's fee, employee National Insurance contribution and VAT where applicable. Charges will be specified on the Schedule 1 for each Assignment.

Client means any person, company, firm or corporate body together with any subsidiary or holding company as defined in section 1159 of the Companies Act 2006 and any associated company who:

- (a) approaches ISL with a view to Engaging a Candidate; or
- (b) to whom a Candidate is supplied by ISL.

Confidential Information means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of either party being confidential to either party including, without limitation, technical data and know-how relating to the business of either party or any of their suppliers, customers, agents, distributors, shareholders, management or business contracts, including (but not limited to) information that either party creates, develops, receives or obtains in connection with the Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

"Data Controller" means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (b) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;

"Data Protection Legislation" means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and

Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

Employment Business has the same meaning as given in the Regulations.

Engage, Engagement or Engaged means the employment or engagement of any description (including as defined by s.13(1) of the Employment Agencies Act 1973) of a Candidate whether under a contract of service or contract for service or otherwise on a temporary basis by or on behalf of the Client.

Expenses mean any agreed expenses to be paid by the Client to the Candidate.

Introduce or Introduction means the provision of information to the Client by ISL or the Candidate which identifies the Candidate and leads to the Client Engaging the Candidate.

ISL means Incite Solutions Limited (company registration number 06060472) whose registered office is at Midway House, Staverton Technology Park, Herrick Way, Staverton, Cheltenham, Gloucestershire, GL51 6TQ.

"Personal Data" means as set out in, and will be interpreted in accordance with Data Protection Legislation;

"Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate and, where applicable, to any Representative;

"Process" means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;

Recruitment Services means the search for Candidates for vacancies that the Client has notified to ISL and Introduction of them to the Client by ISL.

Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319) as amended by the Conduct of Employment Agencies and Employment Business (Amendment) Regulations 2007 and the Conduct of Employment Agencies and Employment Business (Amendment) Regulations 2010.

Requirement means a request from the Client in any form for an Introduction by ISL.

Temporary Assignment means an Engagement agreed between ISL and the Client where the Candidate is Engaged and paid by ISL under contracts for service to carry out work for or on behalf of the Client. Details for each temporary assignment will be specified on the Schedule 1.

Terms means the terms set out herein, which comprise the agreement between ISL and the Client.

Transfer Fee means 15% of the daily Charge multiplied by 230.

Valid Opt Out means a notice of agreement between a Candidate and a personal service company through which that Candidate is supplied that regulations 32(1-8) of the Regulations do not apply in accordance with regulation 32(9) of the Regulations.

- 1.2 The headings in these Terms of Business are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. ACCEPTANCE OF TERMS OF BUSINESS

- 2.1 When supplying a Candidate for a Temporary Assignment the Candidate has entered into a contract for services with ISL.
- 2.2 The Client shall be deemed to have accepted and agreed to these Terms of Business when any of the following events occur:
 - 2.2.1 the Client requests ISL Introduces a Candidate for any position; or
 - 2.2.2 the Client, or a third party acting on the Client's behalf, interviews a Candidate; or
 - 2.2.3 the Client Introduces a Candidate to any third party; or
 - 2.2.4 the Client Engages a Candidate in any capacity; or
 - 2.2.5 Candidate begins work for the Client in any capacity; or
 - 2.2.6 ISL provides any of the Recruitment Services to the Client; or
 - 2.2.7 The Client has signed the Terms of Business

3. OBLIGATIONS OF ISL

- 3.1 ISL shall use its reasonable endeavours to find and Introduce Candidates to the Client suitable to carry out work of such nature as the Client shall

notify to ISL and arrange Temporary Assignments with the Candidates.

- 3.2 ISL does not represent, warrant or undertake:
 - 3.2.1 to find a suitable Candidate for each vacancy notified to it by the Client; or
 - 3.2.2 that each Candidate Introduced to the Client is suitable for the Client's purposes.

4. OBLIGATIONS OF THE CLIENT

- 4.1 The Client shall specify its exact requirements by providing full details of the work for which the Candidate is required and, in particular, by notifying ISL when placing the order of:
 - 4.1.1 any special skills required for such work;
 - 4.1.2 any special health and safety matters about which ISL is obliged to inform the Candidate; and
 - 4.1.3 any requirements imposed by law or by any professional body which must be satisfied if the Candidate is to fill the Temporary Assignment.
- 4.2 The Client shall notify ISL immediately on the occurrence of the first of the following events:
 - 4.2.1 the Client makes an offer of Engagement to the Candidate;
 - 4.2.2 a Candidate accepts an offer of Engagement from the Client; or
 - 4.2.3 the commencement of an Engagement by a Candidate.
- 4.3 The Client shall notify ISL in writing if they have previous knowledge of a Candidate prior to an Introduction by ISL within 3 business days of the Introduction and provide supporting documentary evidence to ISL. If the Client fails to notify ISL in accordance with this clause 4.5 then the Client shall waive any right to rely on such previous knowledge as a reason for non payment of any Charges and the Introduction is deemed to be the effective cause of introduction.
- 4.4 The Client undertakes not to employ or seek to employ any member of ISL's staff. If any member of ISL's staff nevertheless accepts an Engagement within 3 months of leaving ISL's employment, ISL reserves the right to charge the Client a fee as if that member of staff had been Introduced to the Client by ISL.
- 4.5 The Client shall:
 - 4.5.1 not allow any Candidate to undertake any work other than that which has been notified to ISL by the Client in placing the order for that Candidate in accordance with these Terms of Business;
 - 4.5.2 verify at the beginning of the Temporary Assignment that the Candidate is suitable for the purposes for which he is required and that he has the capability to carry out the duties required, including the operation of any machinery or vehicles;
 - 4.5.3 be responsible for obtaining any work and other permits needed and for ensuring that

- the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law;
- 4.5.4 comply with all obligations, duties and regulations, whether statutory or otherwise including those relating to the place, nature or system of work, in any way arising from or directly or indirectly connected with the services rendered by a Candidate;
 - 4.5.5 assist ISL in complying with ISL's duties under the Working Time Regulations 1998 by supplying any relevant information about the Temporary Assignment requested by ISL;
 - 4.5.6 do nothing to cause ISL to be in breach of its obligations under the Working Time Regulations 1998, and where the services of a Candidate are required or may be required for more than 48 hours in any week, notify ISL of this requirement before the commencement of that week; and
 - 4.5.7 without prejudice to any other condition of these Terms, supply to ISL such information as ISL may reasonably require from time to time in relation to the Temporary Assignment, ensure such information is true and accurate at the time it is given, and promptly inform ISL of any updates to such information.
- 4.6 The Client acknowledges that each Candidate supplied to the Client for purposes which include the driving of vehicles is supplied to the Client on the Client's express warranty and undertaking that the Client is the holder of a valid operator's licence where this is required and shall:
- 4.6.1 take all necessary steps to ensure that each Candidate complies with all applicable road transport legislation;
 - 4.6.2 take all steps that may be required by law in relation to the insurance, maintenance and safety of vehicles, and in particular:
 - 4.6.3 satisfy itself that the vehicles are roadworthy and properly maintained; and
 - 4.6.4 in no circumstances require the Candidate to check such matters.
 - 4.6.5 control the driving duties of each Candidate, his journeys and hours of work and comply with all statutory duties in relation to the Candidate's driving duties where applicable.
- 4.7 The Client acknowledges and agrees that:
- 4.7.1 the Client has control of the Candidate on a daily basis.
 - 4.7.2 Candidates supplied by ISL are Engaged under contracts for services and are not the employees of ISL;
 - 4.7.3 the Client is responsible for all acts, errors and omissions, whether wilful, negligent or otherwise, as if the Candidate was the Client's employee;
 - 4.7.4 the Client is responsible for the health and safety of the Candidate during the Engagement;
 - 4.7.5 the Client shall in all respects comply with all statutes, byelaws and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the Working Time Regulations 1998 and the Health and Safety at Work Act 1974;
 - 4.7.6 the Client shall maintain adequate employer's and public liability insurance cover for the Candidate during all Temporary Assignments;
 - 4.7.7 if the Client reasonably considers the Candidate to be unsatisfactory, it shall immediately make a complaint to ISL by telephone and confirm it in writing within one day of the finding, but shall not have the right to withhold from ISL payment of any Charges due.
- 4.8 The Client agrees to indemnify ISL and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by ISL, or for which ISL may become liable, with respect to any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) arising out of or in connection with the Engagement of the Candidate.
- 4.9 The Client shall at all times treat all Candidates with due respect and dignity and in particular must take all steps within its control to avoid any illegal discriminatory conduct against them.
- 4.10 The Client confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate or the Client in any Temporary Assignment.
- 4.11 The Client shall inform ISL immediately if it becomes aware of any circumstances which would render any Temporary Assignment detrimental to the interests of the Candidate or the Client.
- 4.12 When a Candidate is providing its services through a personal service company, ISL hereby gives the Client notice that both the Candidate and personal service company have served a Valid Opt Out on ISL in accordance with the provisions of regulation 32(9) of the Regulations. This notice is reversed if ISL informs the Client otherwise in writing.
- 4.13 To the extent the Agency Worker Regulations 2010 (**AWR**) apply to the Candidate Engaged on a Temporary Assignment, it shall be the responsibility of the Client to ensure that:
- 4.13.1 the Candidate benefits from the same basic working and employment conditions (as further defined by Regulation 5 of the AWR) as the Candidate would be entitled

to had such Candidate been recruited directly by the Client;

- 4.13.2 the Client complies with all its obligations under the AWR;
- 4.13.3 the Client will not do anything to cause ISL to be in breach of its obligations under the AWR.

5. WORKSHEETS AND RECORDS

- 5.1 The Client shall pay ISL the Charges for the work and services performed by the Candidate during the days of a normal working week.
- 5.2 ISL shall issue a Schedule 1 Assignment Schedule notifying the Client of the Charges to be applied at the commencement of each Temporary Assignment.
- 5.3 The Client acknowledges and agrees that the Charges may be subject to change and any such change shall be notified to the Client in writing.
- 5.4 ISL shall provide the Candidate with online worksheets to record the completed days/hours worked by the Candidate.
- 5.5 At the end of each week of a Temporary Assignment, or at the end of the Temporary Assignment where it is for a period of one week or less, the Client shall authorise the worksheet for each Candidate verifying the number of days/hours worked by that Candidate during that week.
- 5.6 The Client's authorisation of the work sheet shall be confirmation of the number of days/hours worked. If the Client does not authorise the work sheet because it disputes the number of hours claimed, the Client shall reject the work sheet and inform ISL as soon as reasonably practicable and shall co-operate fully and promptly with ISL to establish what days/hours, if any, were worked by the Candidate. Any failure by the Client to authorise the time sheet shall not absolve the Client's obligation to pay the Charges in respect of the days/hours worked by the Candidate.
- 5.7 The Candidate shall be paid as appropriate by ISL on receipt of an authorised work sheet which shall be deemed conclusive evidence that the Client:
 - 5.7.1 is satisfied with the work done by the Candidate;
 - 5.7.2 agrees to and accepts these Terms; and
 - 5.7.3 agrees to pay the Fees in full and without dispute or deduction.
- 5.8 The Client shall not be entitled to decline to sign a work sheet on the grounds that it is dissatisfied with the Candidate's work. In cases of unsatisfactory work, the Client should apply the provisions of clause 7.
- 5.9 ISL shall invoice the Client upon receipt of the Candidate's work sheet and all invoices shall be paid by the Client in accordance with these Terms of Business.
- 5.10 An authorised signatory of the Client must approve all Expenses before they are incurred

and the Client may pay any Expenses direct to the Candidate.

- 5.11 ISL assumes no responsibility for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Candidate as appropriate.
- 5.12 ISL is responsible for making payment to the Candidate and, except as set out in clause 5.10, in no circumstances shall the Client make any payments to the Candidate directly.
- 5.13 Under no circumstances shall the Client discuss with the Candidate the Charges paid to ISL.

6. REPLACEMENTS

- 6.1 The Client undertakes to properly supervise the Candidate to ensure that the Candidate works to the standards that the Client expects. If the Client reasonably considers that the services of the Candidate are unsatisfactory, the Client shall:
 - 6.1.1 notify ISL immediately and provide ISL in writing with a clear account of the issues and the Client shall be entitled to terminate the Temporary Assignment by directing ISL to remove the Candidate; or
 - 6.1.2 where the Client has attempted to notify ISL but is unable to do so, by instructing the Candidate to leave the Temporary Assignment immediately, provided always that the Client immediately provides ISL in writing with a clear account of the reasons for the termination.
 - 6.2 ISL shall notify the Client immediately if it receives or otherwise obtains information which gives ISL reasonable grounds to believe that the Candidate supplied is unsuitable for the Temporary Assignment and shall be entitled to terminate the Temporary Assignment forthwith without prior notice and without liability. Notwithstanding, the Client shall remain liable for all Charges incurred prior to termination of the Temporary Assignment.
 - 6.3 In the event that ISL Introduces a suitable replacement Candidate to the Client the Engagement will be deemed to have started on the date the new Candidate first commences the Temporary Assignment.
- ## 7. TERMINATION
- 7.1 The Agreement may be terminated at any time by either party upon the provision of 28 days notice to the other party, unless otherwise agreed between the parties in writing.
 - 7.2 The Client shall notify ISL immediately and without delay and in any event within normal working hours if the Candidate fails to attend work or notifies the Client that the Candidate is unable to attend work for any reason.
 - 7.3 The Client may terminate the agreement made under these Terms immediately if the Client, acting reasonably and in good faith:
 - 7.3.1 finds the Candidate to be negligent, inefficient, or technically unsuitable; or

7.3.2 finds the Candidate to have committed an act of misconduct which makes it unacceptable for them to continue using the Candidate,

provided always that the Client provides written evidence to ISL.

7.4 ISL may terminate the agreement made under these Terms immediately on giving notice in writing to the Client if:

7.4.1 the Client commits any breach of these Terms and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within 14 days after receiving a written notice of the breach requiring the breach to be remedied within such period; or

7.4.2 the Client becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events; or

7.4.3 if, in the sole opinion of ISL, the Client's financial condition is such that ISL reasonably believes that Client may not be able to meet its continuing obligations under these Terms.

7.5 Notice given to ISL is deemed effectively given if received in writing before 14:00 hours on a working day if that day is to be taken as day one of the Notice Period. Notice received after this time will be deemed effectively given on the next working day.

8. TRANSFER FEES

8.1 If the Client:

8.1.1 Engages a Candidate Introduced by ISL other than through supply by ISL; or

8.1.2 effectively Introduces any Candidate to any third party, whether directly or indirectly, and that Introduction results in an Engagement of the Candidate by that third party,

the Client shall:

(a) immediately notify the Engagement to ISL; and

(b) pay to ISL a Transfer Fee unless the Engagement occurs more than 6 months after:

(i) the termination of the Temporary Assignment under which the Candidate was supplied; or

(ii) the Introduction of the Candidate to the Client by ISL; or

(iii) the date of the Candidate's last interview with the Client,

whichever is the later.

9. PAYMENT TERMS

9.1 All amounts stated on the Schedule 1 Assignment Schedule are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.

9.2 The Client shall pay all invoices in cleared funds no later than 14 days after the date of its issue.

9.3 Except as expressly agreed in writing by ISL, all amounts due to ISL shall be paid by the Client to ISL in full without any deduction or withholding (other than as required by law) and the Client shall not be entitled to claim set off or counterclaim against ISL in relation to the payment of the whole or part of such amount.

9.4 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms of Business, then ISL shall be entitled:

9.4.1 to charge interest on the outstanding amount at the rate of 8% a year above the base lending rate of HSBC Bank plc, accruing daily;

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

9.4.3 not to perform any further Recruitment Services, or any part of the Recruitment Services; and

9.4.4 to withdraw without notice any Candidates currently Engaged by the Client on Temporary Assignments.

10. CONFIDENTIAL INFORMATION

10.1 All Introductions are confidential. All work undertaken by ISL for the Client in respect of the Introduction of a Candidate to the Client shall be for the private and confidential use of the Client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of ISL.

10.2 Each Party ('Receiving Party') shall keep the Confidential Information of the other Party ('Disclosing Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the confidential information of the Disclosing Party for performing the Receiving Party's obligations under these Terms. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 10, and ensure that the Receiving Party's officers, employees and agents meet those obligations.

10.3 The obligations of clause 10 shall not apply to any information which:

10.3.1 was known to or in the possession of the Receiving Party before it was provided to

- the Receiving Party by the Disclosing Party;
- 10.3.2 is, or becomes, publicly available through no fault of the Receiving Party;
- 10.3.3 is provided to the Receiving Party without restriction on disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure;
- 10.3.4 was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Disclosing Party; or
- 10.3.5 is required to be disclosed by order of a court of competent jurisdiction.
- 10.4 The obligations of confidentiality set out in this clause 10 shall survive termination of the agreement made under these Terms.

11. LIABILITY

- 11.1 While ISL shall make reasonable efforts to ensure reasonable standards of skills, integrity and reliability in Candidates and to comply with the Requirement, the Client accepts and agrees that ISL gives no warranty as to the suitability of any Candidate for any Temporary Assignment.
- 11.2 ISL confirms that, in supplying any Candidate to the Client, it is not aware of anything which will cause any detriment to the interests of that Candidate or the Client if the Candidate fulfils the Temporary Assignment.
- 11.3 Neither ISL nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction or supply of a Candidate to the Client or with any failure by ISL to introduce or supply a Candidate for all or part of any period booked by the Client (except that in the latter case the Client may be entitled to a reduction or cancellation of the Introduction Fee payable). In particular, but without limiting the generality of the foregoing, ISL shall not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:
- 11.3.1 any failure of the Candidate to meet the Client's requirements for all or any of the purposes for which the Candidate is required by the Client; or
- 11.3.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
- 11.3.3 any loss, injury, damage, expense or delay suffered by a Candidate.
- 11.4 Except in the case of death or personal injury caused by ISL's negligence, the total liability of ISL under or in connection with the agreement made under these Terms whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the total Charges paid or due to be paid by the Client

(as applicable) to ISL under the agreement made under these Terms. ISL shall not be liable for any matter not reported to it within 7 days of its occurrence.

- 11.5 ISL shall not be liable to the Client in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 11.6 The Client shall indemnify and hold harmless ISL from and against all Claims and Losses arising from loss, damage, liability, injury to ISL, its employees and third parties, by reason of or arising out of:
- 11.6.1 any loss, injury, expense or delay suffered or incurred by a Candidate, however caused;
- 11.6.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- 11.6.3 any loss, injury or delay suffered or incurred by ISL as a result of any act or omission of the Client; or
- 11.6.4 any loss, injury or delay suffered or incurred by ISL as a result of the Client's failure to comply with the AWR, or its obligations set out in clause 4.13,

that arises directly or indirectly out of or is in any way connected with the relevant Temporary Assignment, any information supplied by the Client to ISL or the Client's breach of these Terms of Business. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

12. DATA PROTECTION

- 12.1 For the purposes of this clause 12 "Data Subject" means as set out in and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate and Representative.
- 12.2 The parties hereto acknowledge that Employment Business is a Data Controller in respect of the Personal Data of Candidate/Representative and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 12.3 The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not

- Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 12.4 The parties hereto agree that the Representative is not Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within a Contractor Schedule and subject to additional terms and conditions.
- 12.5 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Employment Business or by Candidate or Representative, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 12.6 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 12.7 Client will -
- a) comply with the instruction of the Employment Business as regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by Employment Business, Client will set out their legal basis for the request of such data and accept that Employment Business may refuse to share/transfer such Personal Data where, in the reasonable opinion of Employment Business, it does not comply with its obligations in accordance with Data Protection Legislation;
- b) not cause Employment Business to breach any of their obligations under the Data Protection Legislation.
- 12.8 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Employment Business and will provide Employment Business with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Employment Business reasonably requests relating to the Personal Data Breach.
- 12.9 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Employment Business may request to -
- a) investigate and defend any claim or regulatory investigation;
- b) mitigate, remedy and/or rectify such breach; and
- c) prevent future breaches.
- and will provide Employment Business with details in writing of all such steps taken.
- 12.10 Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Employment Business.
- 12.11 Client agrees it will only Process Personal Data of Candidate or of Representative for the agreed purpose of provision of Services pursuant to these Terms.
- 12.12 Client will provide evidence of compliance with clause 12 upon request from Employment Business.
- 13. GENERAL**
- 13.1 **Notices.** All notices in connection with the agreement under these Terms shall be in writing, addressed to the recipient at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, fax or e-mail. Notices shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or, if sent by fax or e-mail, one working day after transmission. This clause 13.1 shall not apply to the service of any proceedings or other documents in any legal action.
- 13.2 **No Amendments.** Unless otherwise agreed in writing by a director of ISL, these Terms shall prevail over any other terms of business or purchase conditions put forward by the Client. No variation or alteration of these Terms shall be valid unless approved in writing by a director of ISL.
- 13.3 **Assignment and Sub-Contracting.** The Client shall not without the prior written consent of ISL, assign, transfer, sub-contract, mortgage, charge or deal in any other manner with the agreement made under these Terms or any of its rights and obligations under or arising out of the agreement, or purport to do any of the same.
- 13.4 **Entire Agreement.** The agreement made under these Terms constitutes the whole agreement between the parties and supersedes all previous agreements, representations or understandings, whether written or oral, between the parties relating to its subject matter. Each party acknowledges that, in entering into the agreement made under these Terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms.
- 13.5 **Force Majeure.** Neither Party shall have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they

cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate the agreement made under these Terms by written notice to the other Party.

- 13.6 **Waiver.** No failure or delay by ISL in exercising any right, power or privilege under these Terms shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.
- 13.7 **Relationship of the Parties.** The agreement made under these Terms shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these Terms. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 13.8 **Severance.** If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.
- 13.9 **Contracts (Rights of Third Parties) Act 1999.** For the purposes of the Contracts (Rights of Third Parties) Act 1999 the agreement made under these Terms is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 13.10 **Governing Law and Jurisdiction.** The agreement made under these Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the agreement made under these Terms or its subject matter or formation (including non-contractual disputes or claims).