

## TERMS OF BUSINESS WITH THE CLIENT

### THE PARTIES

- (1) Applocum Nursing Limited (registered company no. 11225152.) including; Applocum Staffing (registered company no. 11174754.), Applocum H&S Limited (registered company no. 11183241.), Applocum Staffing Limited (registered company no. 11174754.) of 1 Merchants Place, River Street, Bolton, BL21BX (**"the Company"**). Trading under Applocum Ltd (registered company no. 10332907).
- (2) (**"the Client"**) to whom the Locum is Introduced by (**"the Employment Business"**). For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Locum is Introduced.

### RECITALS

- (A) The Employment Business carries on the business of sourcing and supplying independent contractors to provide services to clients of the Employment Business. The Client has instructed the Employment Business to supply a Locum to provide certain services, as specified in the Assignment Details Form (**"the Locum Services"**).
- (B) The Employment Business will Introduce a Locum to the Client to provide the Locum Services to the Client subject to the terms of this Agreement.

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

- "Assignment"** means the Locum Services to be performed by the Locum Staff for the Client for a period of time during which the Locum is supplied by the Employment Business to provide the Locum Services to the Client;
- "AWR"** means the Agency Workers Regulations 2010;
- "Charges"** means the charge as notified to the Client at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Locum Fees, the Employment Business's commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;
- "Client"** means the end user;
- "Client Confirmation"** means the assignment form that details the Locum's booking details;

<b>“Conduct Regulations”</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
<b>“Locum”</b>	means the person, firm or corporate body Introduced to the Client by the Employment Business to carry out an Assignment (and save where otherwise indicated, includes Locum Staff and any third party to whom the provision of the Locum Services is assigned or sub-contracted in accordance with clause 2.6);
<b>“Locum Fees”</b>	means the fees payable to the Locum for the provision of the Locum Services;
<b>“Locum Staff”</b>	means any officer, employee, worker or representative of the Locum supplied to provide the Locum Services (and, save where otherwise indicated, includes any officer, employee, worker or representative of any third party to whom the provision of the Locum Services is assigned or sub-contracted with the prior approval of the Client);
<b>“Data Protection Laws”</b>	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
<b>“Engagement”</b>	means the engagement (including the Locum’s and/or the Locum Staff’s acceptance of the Client’s offer), employment or use of the Locum’s Services or the services of any Locum Staff, by the Client or by any third party to whom the Locum and/or any Locum Staff have been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
<b>“Introduction”</b>	means (i) the passing to the Client of a curriculum vitae or information which identifies the Locum or Locum Staff or (ii) the Client’s interview of a Locum or Locum Staff (in person, by telephone or by any other means), following the Client’s instruction to the Employment Business to supply a Locum; or (iii) the supply of a Locum; and, in any case, which leads to an Engagement of that Locum or Locum Staff; and “Introduces” and “Introduced” shall be construed accordingly;

<b>“ITEPA”</b>	means the Income Tax (Earnings and Pensions) Act 2003;
<b>“Losses”</b>	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
<b>“NICs Legislation”</b>	means the Social Security (Categorisation of Earners) Regulations 1978;
<b>“Period of Extended Hire”</b>	means any additional period that the Client wishes the Locum to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
<b>“Public Authority”</b>	means a public authority (a) as defined in the Freedom of Information Act 2000 and (b) as further defined in Section 61L(1)(c) to (f) ITEPA;
<b>“Relevant Period”</b>	means whichever ends the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Locum worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Locum worked for the Client having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous Assignment;
<b>“Remuneration”</b>	includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Locum for services rendered to or on behalf of the Client;
<b>“Transfer Fee”</b>	means the fee set out in Schedule 2 and payable in accordance with clause 8 below and Regulation 10 of the Conduct Regulations; and
<b>“Vulnerable Person”</b>	means 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 18.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

## 2. THE AGREEMENT

- 2.1. This Agreement together with the attached Schedule and the relevant Assignment Details From constitutes the entire agreement between the Employment Business and the Client for the supply of the Locum Services by the Employment Business to the Client ("**the Agreement**"). This Agreement is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Locum or the passing of any information about the Locum to any third party following an Introduction.
- 2.2. Unless otherwise agreed in writing by *a director* of the Employment Business, this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
- 2.3. Subject to clause 6.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between *a director* the Employment Business and the Client and 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 Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 when Introducing Consultancies for Assignments with the Client.
- 2.5. The Client acknowledges that the Locum and the Locum Staff carrying out the Assignment have not opted out of the Conduct Regulations and that any person to whom the performance of the Locum Services may be assigned or sub-contracted has not opted out of the Conduct Regulations and consequently that all of the Conduct Regulations apply to this Agreement.
- 2.6. The Client acknowledges that the Locum may supply any of the Locum Staff to perform the Locum Services and where the Locum is unable to provide any part of the Locum Services for whatever reason the Locum shall be entitled to assign or sub-contract the performance of the Locum Services provided that the Employment Business and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Locum Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by the agreement between the Locum and the Employment Business. The Client shall not

unreasonably withhold or delay any approval sought for the assignment or sub-contracting of the Locum Services.

- 2.7. The Client acknowledges that the Locum shall be permitted to determine how it will provide the Locum Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Locum Services, subject to the Locum complying with any reasonable operational requirements of the Client. The Locum will be at liberty to determine the location at which it will provide the Locum Services, but where the Locum Services are undertaken at the Client's site, the Locum will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site. Accordingly, the Client acknowledges that neither the Locum nor the Locum Staff work under (or subject to the right of) supervision, direction or control of the Client as to the manner in which they provide the Locum Services.
- 2.8. The Client confirms that it is not a Public Authority. If the Client is a Public Authority the Employment Business may terminate this Agreement and any Assignments issued under it in accordance with clause 11.3.

### **3. THE CLIENT'S OBLIGATIONS**

- 3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Client undertakes to provide to the Employment Business details of the position which the Client seeks to fill, including the following:
  - 3.1.1. the type of work that the Locum would be required to do;
  - 3.1.2. the location and hours of work;
  - 3.1.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Locum Staff to possess in order to work in the position;
  - 3.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - 3.1.5. the date the Client requires the Locum to commence the Assignment; and
  - 3.1.6. the duration or likely duration of the Assignment.

### **4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE CLIENT**

- 4.1. When making an Introduction of a Locum to the Client the Employment Business shall inform the Client:
  - 4.1.1. of the identity of the Locum and that of the Locum Staff supplied by the Locum to carry out the Assignment;
  - 4.1.2. that the Locum Staff has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;

- 4.1.3. that the Locum is Engaged by the Employment Business under a contract for services;
  - 4.1.4. that the Locum Staff are willing to work in the Assignment; and
  - 4.1.5. the Charges.
- 4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Locum is Introduced for an Assignment in the same position as one in which the Locum had previously been supplied within the previous 5 business days and such information has already been given to the Client and remains unchanged, unless the Client requests that the information be resubmitted.

## **5. VERIFICATION OF EXECUTION OF THE LOCUM SERVICES**

- 5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week or is completed or finished before the end of a week) the Client shall verify the execution of the Locum Services by signature of a form provided to the Client for this purpose.
- 5.2. The Client agrees that by verifying the execution of the Locum Services it also agrees that the Locum Services have been provided satisfactorily and in accordance with this Agreement. Even if the Client does not verify execution in writing, it will still be obliged to pay the Charges in respect of the work done. In the event that the Client is dissatisfied with the work performed by the Locum the provisions of clause 10.1 and 11 below shall apply.

## **6. CHARGES**

- 6.1. The Client agrees to pay the Charges.
- 6.2. The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 6.3. The Employment Business will invoice the Client on a weekly basis. The Client will pay the Charges within 7 days of the date of the invoice.
- 6.4. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 6.5. The Employment Business reserves the right to charge Additional Fee's as set out in Schedule 1.
- 6.6. The Employment Business will not refund any of the Charges.

- 6.7. The Client's obligations under this clause 6 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

## 7. PAYING THE LOCUM

- 7.1. Applocum may from time to time agree to lend, on behalf of the Client, an amount equivalent to the amount of any Remuneration outstanding to the Locum, so that the Locum will receive the Remuneration due on the date specified in the relevant Engagement Details ("Due Date"). Applocum will make payment to the Locum of the relevant Remuneration due and such sum will be treated as a loan to the Client ("Loan"). The Client shall repay any Loan as soon as reasonably practicable but, in any event, no later than 7 days from the Due Date.

## 8. TRANSFER FEES

- 8.1. The Client shall be liable to pay a Transfer Fee if it Engages the Locum or any Locum Staff Introduced by the Employment Business other than via the Employment Business, or Introduces the Locum or any Locum Staff to a third party and such Introduction results in an Engagement of the Locum or any Locum Staff by the third party other than via the Employment Business and:
- 8.1.1. where the Locum has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or
  - 8.1.2. where the Locum has not been supplied, such Engagement takes place within [6] months from the date of the Introduction to the Client.

The Transfer Fee will be calculated in accordance with Schedule 2.

- 8.2. If the Client wishes to Engage the Locum other than via the Employment Business, without liability to pay a Transfer Fee the Client may, on giving two week's written notice to the Employment Business, engage the Locum for the Period of Extended Hire specified in Schedule 2.
- 8.3. During such Period of Extended Hire the Employment Business shall supply the Locum on the same terms on which it has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.2 and the Client shall continue to pay the Charges. If the Employment Business is unable to supply the Locum for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Client does not wish to hire the Locum on the same terms as the Assignment, but the Locum is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Period of Extended Hire worked by the Locum before being Engaged by the Client. If the Client fails to give notice of its intention to Engage the Locum other than via the Employment Business before the Engagement takes place, the parties agree that the Transfer Fee shall be due in full.
- 8.4. Where prior to the commencement of the Client's Engagement other than via the Employment Business, the Employment Business and the Client agree that such

Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 1 pro-rata. Such reduction is subject to the Client Engaging the Locum for the agreed fixed term. Should the Client extend the Locum's Engagement or re-Engage the Locum within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

- 8.5. The Employment Business will not refund the Transfer Fee if the Engagement of the Locum other than via the Employment Business by the Client or a third party to which the Client introduces the Locum or any Locum Staff, subsequently terminates or terminates before the end of the fixed term referred to in clause 8.4.
- 8.6. VAT is payable at the applicable rate in addition to any Transfer Fee due.

## **9. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS**

- 9.1. Where:
- 9.1.1. the Locum or the Locum staff are required by law, or any professional body to have any qualifications or authorisations to work on the Assignment the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client copies of any relevant qualifications or authorisations of the Locum Staff; and
- 9.1.2. in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Locum Staff and who have agreed that the references they provide may be disclosed to the Client;
- 9.1.3. and such other reasonably practicable steps as are required to confirm that the Locum or the Locum staff supplied to do the work are suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.
- 9.2. The Client shall advise the Employment Business at the time of instructing the Employment Business to supply a Locum, whether during the course of the Assignment, the Locum or the Locum Staff will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act.
- 9.3. The Client shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 and to allow the Employment Business to select a suitable Locum for the Assignment.



- 9.4. In particular in the event that the Client removes a Locum from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or equivalent authority) under the Safeguarding Vulnerable Groups Act 2006, the Client will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

## 10. UNSUITABILITY OF THE LOCUM

- 10.1. The Client undertakes to satisfy itself with the Locum's suitability in carrying out the Locum Services. If the Client reasonably considers that the services of the Locum are unsatisfactory, the Client must notify the Employment Business in writing immediately and may terminate the Assignment in accordance with clause 11.2.
- 10.2. The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that a Locum supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Client shall remain liable for all such Charges incurred prior to the termination of the Assignment
- 10.3. The Client shall notify the Employment Business immediately and without delay and in any event within two hours if the Locum or the Locum Staff fails to provide the Locum Services or has notified the Client that they are unable to provide the Locum Services for any reason.

## 11. TERMINATION OF THE ASSIGNMENT

- 11.1. The Assignment will terminate on the end date set out in Client Confirmation. Either party may terminate the Assignment earlier by giving to the other party in writing. Should the Client cancel within 5 Business days of the due date commencement of the Locum Services, the following Short Notice Cancellation Fee shall will be due and payable to Applocum;
- i. 5% of the Charges - 5 Business Days**
  - ii. 10% of the Charges - 4 Business Days**
  - iii. 15% of the Charges - 3 Business Days**
  - iv. 30% of the Charges - 2 Business Day**
  - v. 50% of the Charges - 1 Business Days**
- 11.2. Notwithstanding the provisions of clause **Error! Reference source not found.** the Client may terminate the Assignment with immediate effect by notice in writing to the Employment Business where:
- 11.2.1. the Locum has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Locum Services;

- 11.2.2. the Client reasonably believes that the Locum has not observed any condition of confidentiality applicable to the Locum from time to time; or
- 11.2.3. the Client reasonably considers that the Locum's provision of the Locum Services is unsatisfactory.
- 11.3. The Client will remain liable to pay for all Locum Fees owed up to and including the point of termination.
- 11.4. The Employment Business may terminate an Assignment with immediate effect by notice in writing if:
  - 11.4.1. the Client is in wilful or persistent breach of its obligations under these Terms and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or
  - 11.4.2. the Client fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or
  - 11.4.3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
  - 11.4.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
  - 11.4.5. an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
  - 11.4.6. (where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order; or
  - 11.4.7. the Employment Business knows or suspects that the Locum or the Locum Staff work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Locum Services, in breach of this Agreement; or
  - 11.4.8. the Client fails to provide accurate and sufficient evidence that neither the Locum nor the Locum Staff work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Locum Services; or
  - 11.4.9. the Client provides to the Employment Business, the Locum or the Locum Staff, a document which fraudulently states that the Locum Staff do not work under (or are not subject to) supervision, direction or control of any person as to the manner in which they provide the Locum Services or

11.4.10. the Employment Business knows or suspects that the Client is a Public Authority; or

11.4.11. the Employment Business knows or suspects that the Client has breached the Data Protection Laws.

## **12. CONFIDENTIALITY AND DATA PROTECTION**

- 12.1. All information relating to a Locum is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Locum Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the information at all times.
- 12.2. Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

## **13. INTELLECTUAL PROPERTY RIGHTS**

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Locum Services by the Locum or any third party to whom the Locum Services are assigned or sub-contracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Locum and set out in the Assignment Details Form. Accordingly, the Employment Business shall use its reasonable endeavours to ensure that the Locum shall (and any relevant member of the Locum Staff shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

## **14. LIABILITY**

- 14.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Locum and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Employment Business for any Losses arising from the failure to provide a Locum for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Locum or if the Locum terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 14.2. The Client warrants that neither it nor the Employment Business do (or have the right to) supervise, direct or control the Locum or the Locum Staff as to the manner in which they provide the Locum Services. The Client will notify the Employment Business in writing if it exercises supervision, direction or control, or seeks the right to supervise, direct or control the Locum or the Locum Staff in which case the Employment Business may terminate the Agreement and/or any Assignments under

the Agreement in accordance with clause 11.3. Furthermore, no member of the Locum Staff is an agency worker as defined under the AWR.

- 14.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Locum and about any requirements imposed by law or by any professional body, which must be satisfied if the Locum is to fill the Assignment. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Locum.
- 14.4. The Client undertakes not to request the supply of a Locum 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.
- 14.5. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Locum for the Locum to fill the Assignment.
- 14.6. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to any of the provisions of ITEPA or the NICs Legislation (and/or any supporting or consequential secondary legislation relating thereto)) arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, this Agreement by the Client.
- 14.7. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by the Locum, the Locum Staff or any third party arising out of any non-compliance with, and/or as a result of, any breach of the Data Protection Laws by the Client.

## **15. NOTICES**

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

## **16. SEVERABILITY**

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## **17. RIGHTS OF THIRD PARTIES**



None of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

## 18. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

---

***Signed for and on behalf of the Employment Business***

---

[print name here]

---

***Signed for and on behalf of the Client***

---

[print name here]

**I confirm I am authorised to sign this Agreement for and on behalf of the Client.**

---

Date

**Signatures are not required for these Terms of Business to be accepted by The Client. By opening the email, they are attached to and/or Engagement or Introduction of the Applocum Candidate, these terms of business will have deemed to have been legally and wilfully agreed.**

### SCHEDULE 1: Additional Charges

1. We always try to maintain an open and flexible relationship with all our clients, however there are a number of Additional Charges that apply, should you break these terms of business, and these are listed below.

Charges	Fee
Failure to pay invoices within the 7-day agreed timeframe, will incur admin charge. Each additional 7-day period following the due invoice date will incur an additional charge. These Charge/s are additional to any interest applied to the invoice (see clause 5.4).	£50
Refer to drawer cheque fee – When a Client cheque is returned to us after being rejected by our bank.	£25
Reassignment fee – When we must reallocate funds paid into the incorrect company account from the Client.	£15
Notification sent before action – When correspondence is sent to a Client before legal action starts to collect overdue invoices.	£35
Legal fee recharge – When legal fees are incurred in the execution or variation of these Terms of Business.	Legal costs incurred by us, plus a 10% handling fee.

## SCHEDULE 2: Transfer Fees

- 1.1 The Transfer Fee referred to in clause 8 shall be agreed in writing between the Employment Business and the Client. In the event that the parties do not agree the amount of the Transfer Fee then the Employment Business shall be entitled to charge a fee calculated as follows: 20 % of the Remuneration payable to the Consultancy during the first 12 months of the Engagement or that would be payable if the Engagement were to last 12 months, or if the actual amount of the Remuneration is not known, the previous Engagement hourly Charges multiplied by 300.
- 1.2 The Period of Extended Hire, referred to in clause 8, before the Client Engages a, Consultancy shall be agreed in writing between the Employment Business and the Client. In the event that the parties do not agree the length of the Period of Extended Hire then the period shall be 20 weeks.