



## Terms of Business with a Hirer for the Supply of Agency Workers

September 2014

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

<b>“Agency Worker”</b>	means the individual who is introduced by the Employment Business to provide services to the Hirer;
<b>“AWR”</b>	means the Agency Workers Regulations 2010.
<b>“Assignment”</b>	means assignment services specified in the Confirmation of Assignment form to be performed by the Agency Worker for the Hirer supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
<b>“Confirmation of Assignment Form”</b>	means written confirmation of the assignment details agreed with the Hirer prior to commencement of the Assignment;
<b>“AWR Claim”</b>	means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of AWR;
<b>“Calendar Week”</b>	means any period of seven days starting with the same day as the first day of the First Assignment;
<b>“Charges”</b>	means the daily charges of the Employment Business calculated in accordance with clause 6.1 and as may be varied from time to time in accordance with these Terms;
<b>“Comparable Employee”</b>	means an employee of the Hirer who at the time of comparison works for and under the supervision of the Hirer and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skills; and works or is based at the same establishment as the

Agency worker or, where there is no employee of the Hirer working or based at that establishment who satisfies the other requirements of this definition, works or is base at a different establishment of the Hirer and satisfies those requirements;

- “Conduct Regulations”** means the Conduct of Employment Agencies and Employment Business Regulations 2003.
- “Confidential Information”** means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not agreements, software, programs, specifications, know-how, trade secrets and other information concerning any Assignment or any Agency Worker’s personal information) in any form or medium and however disclosed, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
- “Control”** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
- “Data Protection Laws”** means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
- “Employment Business”** Yorkshire & Humberside Teachers Agency Limited (registered company no. 5040259) trading as a Temporary Work Agency.
- “Engagement”** means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
- “First Assignment”** means:
- (a) the current Assignment; or
  - (b) if, prior to the relevant Assignment:
    - (i) the Agency Worker has been supplied

by any Temporary Work Agency to work in the same role or a substantively similar role as the current Assignment with the relevant Hirer; and

- (ii) the relevant Qualifying Period commenced in any such period of supply,

<b>“Hirer”</b>	means any school, academy, local authority, nursery or similar body that contracts with the Employment Business for the introduction and supply of Temporary Workers under Assignment; and/or the person, firm, or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency worker is introduced.
<b>“Hirer's Group”</b>	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
<b>“Introduction”</b>	means (i) the passing to the Hirer of a curriculum vitae or information, whether oral or in written form, which identifies the Agency Worker; or (ii) the Hirer's interview of the Agency Worker (in person or by telephone or by any other means), following the Hirer's instruction to the Employment Business to supply a temporary worker; or (iii) the supply of the Agency Worker; and, in any case, which leads to an Engagement of the temporary worker or the Agency Worker; and “Introduced” and “Introducing” shall be construed accordingly;
<b>“Losses”</b>	means all losses, liabilities, damages, costs, expenses 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>“Period of Extended Hire”</b>	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of Assignments.
<b>“Qualifying Period”</b>	means 12 Calendar Weeks, either continuous or counted as continuous in accordance of Regulation 7 of the AWR, during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role;

<b>“Relevant Period”</b>	means (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Agency Worker worked for the Hirer 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, whichever period ends later;
<b>“Relevant Terms and Conditions”</b>	means terms and conditions relating to: <ul style="list-style-type: none"> <li>(a) pay (including any bonus payable by reference to individual performance)</li> <li>(b) the duration of working time;</li> <li>(c) night work;</li> <li>(d) rest periods;</li> <li>(e) rest breaks; and</li> <li>(f) annual leave</li> </ul> <p>that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer who do substantively similar work to the work performed under the Assignment whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;</p>
<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 and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services provided to or on behalf of the Hirer or any third party.
<b>“Specified Work”</b>	means planning, preparation and delivery of lessons to pupils and assessing and/or reporting on the developments, progress and attainment of pupils, as defined in the Education Specified Work and Registration (England) Regulations 2003 and the AWR 2010 Supplementary Guidance Relating to Agency Supply Teachers.
<b>“Temporary Work Agency”</b>	means as defined in Regulation 4 of the AWR;
<b>“Terms”</b>	means these terms of business (including any attached schedules) together with any applicable Confirmation of Assignment Form;
<b>“Transfer Fee”</b>	means the fee payable in accordance with clause 8 of these Terms and Regulation 10 of the Conduct Regulations;
<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 eighteen; and

**“Working Time Regulations”** means the Working Time Regulations 1998;

- 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 these Terms 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 these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

## **2. THE CONTRACT**

- 2.1. These Terms constitute the contract between the Employment Business and the Hirer for the supply of the Agency Worker’s services by the Employment Business to the Hirer and govern all introductions and supplies of Agency Workers from the earlier of the date of signature of these Terms or the Hirer’s request following receipt of these Terms for introduction or Engagement of an Agency Worker, or the passing of any information by the Hirer about an Agency Worker to any third party following an Introduction.
- 2.2. These Terms, together with any Confirmation of Assignment Form issued from time to time contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Employment Business, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.
- 2.3. Subject to clause 6.2, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer 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 Agency Workers for Assignments with the Hirer.

## **3. HIRER OBLIGATIONS**

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

And unless specifically stated to the contrary, in providing such information the Hirer will be warranting that it knows of no reason why it would be detrimental to the interests of the Agency Worker to fill the assignment.

- 3.2. The Hirer will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 hours.
- 3.3. The Hirer will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.
- 3.4. To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request:
  - 3.4.1. to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant Agency Worker has worked in the same or a similar role with the Hirer or any member of the Hirer's Group via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
  - 3.4.2. to provide the Employment Business with all the details of work falling within 3.4.1 above, including (without limitation) details of where, when and the period(s) during which such work was undertaken, the role(s) undertaken and any other details requested by the Employment Business;
  - 3.4.3. Save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
    - 3.4.3.1. Where an Assignment covers all aspects of Specified Work, provide the Employment Business with written details of the scale point for the role as defined by the Hirer in the prevailing School Teachers' Pay and Conditions Document, together with all other Relevant Terms and conditions for a Comparable Employee.
    - 3.4.3.2. Where the Assignment does not cover all aspects of Specified Work, provide the Employment Business with details of the role and Relevant Terms and Conditions for a comparable Employee, or if no such employee exists, the Relevant Terms and Conditions that would have applied if the Hirer had employed the Agency Worker directly.
  - 3.4.4. On completion of the Qualifying Period, and as required throughout the term of the Assignment, to provide the Employment Business with written details of Relevant Terms and Conditions and appraisal processes and any variations of the same.
- 3.5. The Hirer will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations. If the Employment Business at its discretion considers

that a pattern of hire breaches or may breach Regulation 9 of the Agency Worker Regulations, but the Hirer refuses to accept that the Agency Worker is to be treated as having completed the Qualifying Period, the Employment Business may refuse to supply an Agency Worker, without liability, to the Hirer for any loss arising from that decision.

- 3.6. The Hirer warrants that:
- 3.6.1. all information and documentation supplied to the Employment Business in accordance with clauses 3.4 and 0 is complete, accurate and up-to-date; and
  - 3.6.2. it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.4 and 3.5;
- 3.7. Without prejudice to clauses 14.7 and 14.8, the Hirer shall inform the Employment Business in writing of any:
- 3.7.1. oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; or
  - 3.7.2. written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker

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

- 4.1. When Introducing an Agency Worker to the Hirer the Employment Business shall inform the Hirer:
- 4.1.1. of the identity of the Agency Worker;
  - 4.1.2. that the Agency Worker 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 Agency Worker is willing to work in the Assignment; and
  - 4.1.4. of 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 Agency Worker is Introduced for an Assignment in the same position as one in which the Agency Worker had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

#### **5. TIMESHEETS**

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) the Hirer shall sign the Employment Business' timesheet verifying the number of days/half days (or hours if applicable) worked by the Agency Worker during that week.
- 5.2. Signature of the timesheet by the Hirer is confirmation of the number of days/half days/hours worked. If the Hirer is unable to sign a timesheet produced for authentication by the Agency Worker because the Hirer disputes the days/half days/hours claimed, the Hirer shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the

Employment Business to enable the Employment Business to establish what days/half days/hours, if any, were worked by the Agency Worker. **Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.**

- 5.3. The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event that the Hirer is dissatisfied with the Agency Worker the provisions of clause 10.1 below shall apply.

## 6. CHARGES

- 6.1. The Hirer agrees to pay the Charges as notified to and agreed with the Hirer. The Charges are calculated according to the number of days/half days worked by the Agency Worker (pro rata for shorter periods) and comprise the following:

- 6.1.1. the Agency Worker's daily/half daily rate of pay;
- 6.1.2. an amount equal to any paid holiday leave to which the Agency Worker is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations
- 6.1.3. any other amounts to which the Agency Worker is entitled under the Agency Workers Regulations, where applicable;
- 6.1.4. employer's National Insurance contributions;
- 6.1.5. the Employment Business' commission.

- 6.2. The Employment Business reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:

- 6.2.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or
- 6.2.2. if there is any variation in the Relevant Terms and Conditions.

- 6.3. The Charges are invoiced to the Hirer on a weekly basis and are payable within 14 days by the Hirer.

- 6.4. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under clause 6.1.

- 6.5. The Employment Business reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 1% per annum above the base rate from time to time of (Lloyds Bank plc) from the due date until the date of payment.

- 6.6. No refunds are payable in respect of the Charges of the Employment Business.

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

## 7. PAYMENT OF THE AGENCY WORKER

The Employment Business assumes responsibility for paying the Agency Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Agency Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.



## **8. PLACEMENT FEE**

- 8.1. Subject to the discretion of the Managing Director, the Hirer shall be liable to pay a Placement Fee of £100 if the Agency Worker supplied by the Employment Business is engaged by the Hirer during the Assignment or within the Relevant Period;
- 8.2. No refund of the Placement Fee will be paid in the event that the Engagement of the Agency Worker by the Hirer terminates.
- 8.3. VAT is payable in addition to any Placement Fee due.

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

- 9.1. Unless advised in writing by the Hirer of any different requirements, the Employment Business will carry out all the checks specified in DFE document "Keeping Children Safe in Education" dated April 2014 prior to supplying any Agency Worker and will email the Hirer all information required for maintenance of its Single Central Record for each confirmed Assignment.
- 9.2. It is the Hirer's responsibility to provide the Employment Business with details of any specific qualifications that may be required for each Assignment and the Hirer will assist the Employment Business in 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 Agency Worker for the Assignment. In particular, in the event that the Hirer removes an Agency Worker from an Assignment in circumstances which would require the Employment Business to provide information to the ISA (or equivalent authority) under the Safeguarding Vulnerable Groups Act 2006, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

## **10. UNSUITABILITY OF THE AGENCY WORKER**

- 10.1 The Hirer undertakes to supervise the Agency Worker sufficiently to ensure the Hirer's satisfaction with the Agency Worker's standards of work. If the Hirer reasonably considers that the services of the Agency Worker are unsatisfactory, the Hirer may terminate the Assignment immediately by giving notice to the Employment Business. Without prejudice to its obligation to give notice to terminate the Assignment to the Employment Business, the Hirer may direct the Agency Worker to cease providing services under the Assignment and/or to leave its premises where in its judgement the performance of or conduct of the Agency Worker is below the standard reasonably required by the Hirer.
- 10.2 Where Clause 10.1 applies, the Employment Business may, in its absolute discretion reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Hirer has notified the Employment Business immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates.
  - 10.2.1 within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for more than 7 hours; or
  - 10.2.2 within 2 hours for Assignments of 7 hours or less;and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 10.3 The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that any Agency Worker supplied to the Hirer is unsuitable for the Assignment

and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all Charges incurred prior to the termination of the Assignment.

- 10.4 The Hirer shall notify the Employment Business immediately and without delay and in any event within two hours if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

## **11 TERMINATION OF THE ASSIGNMENT**

- 11.1 Any of the Hirer, the Employment Business or the Agency Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any Charges due under clause 6 above).

- 11.2 Where an Agency worker is no longer available to complete an Assignment or the Hirer gives notice to terminate an assignment on grounds of unsatisfactory performance by the Agency Worker the employment Business shall have the right to provide a substitute Agency Worker to complete the Assignment, provided that such substitute meets all the requirements specified in the relevant Confirmation of Assignment Form.

## **12 CONFIDENTIALITY AND DATA PROTECTION**

- 12.1 All information relating to an Agency Worker is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

- 12.2 The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).

- 12.3 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 Assignment shall belong to the Hirer. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Agency Worker shall execute all such documents and do all such acts in order to give effect to the Hirer's rights pursuant to this clause.

## **14 LIABILITY**

- 14.1 Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency Worker 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 Agency Workers supplied by the Employment Business pursuant to these Terms are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Agency Worker, whether wilful, negligent or otherwise as though the Agency Worker was on the payroll of the Hirer.
- 14.3 The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.
- 14.4 The Hirer will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (as amended), by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in clause 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments.
- 14.5 The Hirer undertakes not to request the supply of an Agency 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 Hirer to perform the duties of a person on strike or taking official industrial action
- 14.6 The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Hirer.
- 14.7 The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.
- 14.8 If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer undertakes to take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Hirer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

## 15 NOTICES

All notices which are required to be given in accordance with these Terms 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 or by email. 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, when that email is sent.

## 16 SEVERABILITY

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 remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## 17 GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

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

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[print name here]

**I confirm I am authorised to sign these Terms for and on behalf of the Hirer.**

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