**STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

between

**PURPLE DOVE RECRUITMENT LIMITED**

and

[THE CLIENT IS PART OF THE GROUP OF NURSERIES WHOSE REGISTERED COMPANY NUMBER IS .]

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**THIS AGREEMENT** is dated

**PARTIES**

1. Purple Dove Recruitment Limited incorporated and registered in England and Wales with company number 9671795 whose registered office is at Devonshire House, 582 Honeypot Lane, Stanmore, Middlesex, HA7 1JS (**Employment Business**).
2. owned by

incorporated and registered in England and Wales with company number whose registered office is at (**Client**).

**AGREED TERMS**

1. **INTERPRETATION**
   1. The definitions and rules of interpretation in this clause apply to this agreement.

**Actual Vacancies:** the Client's vacant positions as the Client informs the Employment Business from time to time in accordance with this agreement.

**Assignment:** shall have the meaning set out in clause 3.

**Assignment Details Form:** means the written confirmation of the assignment details agreed with the Client prior to the commencement of the Assignment.

**AWR 2010:** the Agency Workers Regulations 2010 (*SI 2010/93*).

**Business Day:** a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

**Commencement Date:** shall have the meaning set out in clause [INSERT CLAUSE NUMBER]

**Conduct Regulations 2003:** the Conduct of Employment Agencies and Employment Business Regulations 2003 (*SI 2003/3319*).

**Engage:** the employment of a Temporary Worker or engagement directly or indirectly through any employment business other than through the Employment Business (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment to the Client and the terms **Engaged** or **Engagement** shall be construed accordingly.

**Extended Assignment:** shall have the meaning set out in the Assignment Details Form and clause b).

**Indemnity:** shall have the meaning set out in clause 12.1 and **Indemnified** and **Indemnifies** shall be construed accordingly.

**Introduce:** the provision to the Client of information by the Employment Business by way of a curriculum vitae or in such format as the Client may from time to time require which identifies the Worker and **Introduction** and **Introduced** shall be construed accordingly.

**Introduction Date:** the date the Employment Business Introduces the Temporary Worker to the Client in accordance with clause 2.

**Introduction Fee:** shall have the meaning set out in clause 4.1.

**Other Qualifying Payments:** any remuneration payable to the Temporary Worker (other than their basic hourly rate), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2010).

**Qualifying Temporary Worker:** any Temporary Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010 and in particular has been provided to the Client (whether by the Employment Business or any third party) for the Qualifying Period and in respect of whom the Employment Business has complied with its obligations under clause 2.

**Qualifying Period:** means the 12-week qualifying period as defined in regulation 7 of the AWR 2010, subject to regulations 8 and 9 of the AWR 2010.

**Relevant Period:** shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003.

**Schedule:** means the Schedule (Rate Card) which forms part of this agreement.

**Screen:** carry out pre-vetting checks to the level and criteria as required by the Client from time to time and **Screening** shall be construed accordingly.

**subsidiary:** has the meaning given in clause 1.5.

**Temporary Worker:** a Worker Introduced and supplied by the Employment Business to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010.

**Temporary Worker Fees:** shall have the meaning set out in clause 5.5.

**Unsatisfactory Temporary Worker:** has the meaning set out in clause 5.2.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

**Vulnerable Person:** shall have the meaning set out in regulation 2 of the Conduct Regulations 2003.

**Worker:** an individual worker, or, where the worker is a company or other legal entity including the individual worker, as the case may be including any of the Employment Business's own employees, workers or agency staff.

* 1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
  2. A reference to **writing** or **written** includes e-mail.
  3. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
  4. A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1. **EMPLOYMENT BUSINESS'S OBLIGATIONS**
   1. These terms set out the agreement between the Employment Business and the Client for the supply of Temporary Workers by the Employment Business to the Client. For the purposes of the Conduct Regulations 2003, the Employment Business acts as an employment business in relation to the Introduction and supply of Temporary Workers pursuant to this agreement.
   2. The Employment Business agrees to search for Workers for the Client as Temporary Workers who meet the Client's minimum qualifications and other criteria for the Actual Vacancies.
   3. The Employment Business agrees to Screen all Workers and Introduce to the Client only Workers who meet the minimum criteria for the position as set out by the Client in accordance with clause 3 and have an interest in the positions for which they are Introduced. The Employment Business will only Introduce Workers who have the right to work in the United Kingdom and, in particular, the Employment Business shall comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK legislation as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
   4. Where a Worker is required by law or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves working with any Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and two references. The Employment Business will also take all reasonably practicable steps to confirm that the Worker is suitable for the Assignment. If the Employment Business is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to supply the necessary information.
   5. Prior to the commencement of the Assignment, the Employment Business will send the Client written confirmation of:
      1. the identity of the Temporary Worker;
      2. the Temporary Worker's experience, training, qualifications and authorisations necessary for the Assignment;
      3. the Temporary Worker's willingness to carry out the Assignment;
      4. the hourly rate charged by the Employment Business in accordance with clause 5.5;
      5. any notice period to terminate the contract; and
      6. the intervals at which invoices shall be rendered to the Client by the Employment Business.
   6. The parties shall conduct meetings regularly to review the services provided by the Employment Business. Any resulting changes agreed to the services, remuneration or any other aspect of the agreement shall be confirmed in writing. Otherwise, the previous arrangements shall apply.
2. **CLIENT'S OBLIGATIONS**
   1. When making a request for the provision of a Temporary Worker to perform certain services (Assignment), the Client will give the Employment Business details of:
      1. the date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;
      2. the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
      3. the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Temporary Worker to possess in order to work in the position;
      4. any expenses payable by or to the Worker; and
      5. any information reasonably required by the Employment Business in order for the Employment Business to fulfil its obligations under the AWR 2010.
   2. The Client will 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, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client’s own staff.
   3. The Client will 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 and to allow the Employment Business to select a suitable Temporary Worker for the Assignment.
   4. In the event the Client removes a Temporary Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Disclosure and Barring Service (or the 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.
3. **TEMPORARY TO PERMANENT**
   1. The Client shall be liable to pay an Introduction Fee at the rate set out in the Schedule if the Client engages a Temporary Worker Introduced by the Employment Business other than via the Employment Business or introduces the Temporary Worker to a third party and such introduction results in an Engagement of the Temporary Worker by the third party other than via the Employment Business and:
4. where the Temporary Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or
5. where the Temporary Worker has not been supplied, such Engagement takes place within 3 months from the date of the Introduction to the Client.
   1. The Introduction Fee will not be payable, if the Client gives written notice to the Employment Business that it intends to continue the hire of the Temporary Worker for a further period (Extended Assignment) specified in the Schedule before it Engages the Temporary Worker other than through the Employment Business.
   2. Where the Client decides (in accordance with clause 4.2) to have the Temporary Worker supplied by the Employment Business for the Extended Assignment:
      1. the Temporary Worker Fees payable by the Client during the Extended Assignment shall be those applicable immediately before the Employment Business received the Client's notice of election;
      2. at the end of the Extended Assignment, the Client may Engage the Temporary Worker without paying the Introduction Fee; and
      3. if the Client chooses an Extended Assignment, but engages the Temporary Worker before the end of the Extended Assignment, the Introduction Fee may be charged by the Employment Business, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.
   3. VAT is payable in addition to any Introduction Fee due.
   4. If the Engagement of the Temporary Worker is for any reason terminated within the following period(s) from his start date of work, the Employment Business shall make the following refunds of the Introduction Fee (as appropriate):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Number of complete weeks the Temporary Worker has been supplied other than via the  Employment Business | 0 - 2 | 2 - 4 | 4 - 6 | 6 - 8 |
| Refund (as a % of the Introduction Fee set out in clause 4.1 above) | 100% | 75% | 50% | 25% |

The Employment Business will only provide a refund of the Introduction Fee if:

* + 1. the Client informs the Employment Business within 7 days of the termination of the Engagement; and
    2. the Introduction Fee has been settled in full within 14 days of the date of the invoice.
  1. The Employment Business will not make any refund of the Introduction Fee where the Engagement of the Temporary Worker is via a different employment agency or employment business (temp-to-temp).

1. **TEMPORARY WORKERS**
   1. The Employment Business shall notify the Client immediately if it believes that any Temporary Worker is unsuitable for the Assignment or becomes aware of any matter that indicates that a Temporary Worker may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Temporary Worker ceases to have the appropriate skills, approvals or a right to work in the United Kingdom or where this agreement may be or has been breached.
   2. If the Client decides that a Temporary Worker is unsuitable to perform the Assignment (an Unsatisfactory Temporary Worker), then the Client shall notify the Employment Business in writing of that fact giving the grounds for its dissatisfaction with the Unsatisfactory Temporary Worker.
   3. If the Client notified the Employment Business of an Unsatisfactory Temporary Worker in accordance with clause 5.2:
      1. within 24 hours of the commencement of the Assignment, then the Assignment will immediately terminate and no Temporary Worker Fees shall be payable, and
      2. in all other cases the Assignment shall terminate at the end of the day on which the Employment Business was notified, and Temporary Worker Fees shall be payable up to the date of such termination.
   4. The Employment Business or the Client may terminate an Assignment at any time on reasonable notice. The Client reserves the right to change its requirements at any time before the commencement of the Assignment without any liability of the Client to the Employment Business whatsoever, save for the payment of Temporary Worker Fees due and payable for services already performed. Such cancellation or amendment shall be effective immediately upon the giving by the Client of notice to the Employment Business (which may be given by telephone, e-mail or in writing).
   5. The Client will pay the Employment Business Temporary Worker Fees in respect of Temporary Workers as set out in the Assignment Details Form. The parties agree to those rates as set out in the Schedule. The Employment Business reserves the right to amend the rates set out in the Schedule, upon agreement with the Client and by giving the Client 14 days’ written notice.
   6. The Temporary Worker Fees comprise the Temporary Worker's pay and holiday pay, and include the Employment Business's commission and employer's National Insurance contributions and any other statutory payments that the worker may become entitled to. When booking a Temporary Worker for an Assignment, the Employment Business shall advise the Client of the agreed Temporary Worker Fees for that Temporary Worker. The following conditions apply to the Temporary Worker Fees:
      1. they are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour);
      2. the Client shall during the Assignment sign a time sheet verifying the number of hours worked by the Temporary Worker during a particular week. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client 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 hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client of its obligation to pay the Temporary Worker Fees in respect of the hours actually worked;
      3. it is acknowledged that the Client shall not decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable or unsatisfactory work the provisions of clause 5.2 shall apply.
      4. all invoices shall be submitted with all applicable signed time sheets verifying the number of hours worked by the Temporary Worker;
      5. the Client shall be invoiced weekly and invoices are payable within 7 days of receipt. No fee is incurred by the Client until the Temporary Worker commences the Assignment, when the Employment Business will render an invoice to the Client in respect of the Temporary Worker Fees;
      6. for the avoidance of doubt, the Client shall not be required to pay Temporary Worker Fees for any absences (for whatever reason) of a Temporary Worker;
      7. the Employment Business shall not withhold any payment due to a Temporary Worker because of any failure by the Client to pay the Employment Business;
2. **FEES AND VAT**
   1. Where applicable, the Employment Business shall charge VAT to the Client, at the prevailing rate, after the Employment Business has provided the Client with a VAT invoice.
   2. If the Client fails to make any payment due to the Employment Business under this agreement by the due date for payment, then, the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
3. **TERM**

This agreement shall commence on (the Commencement Date) and shall continue, unless terminated earlier in accordance with clause 8, until either party gives to the other party 20 Business Days’ notice to terminate.

1. **DEFAULT AND EARLY TERMINATION**

Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice if:

1. either party commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 21 days of receipt of notice in writing to do so;
2. either party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
3. either party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
4. either party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of either party (being a company);
6. either party (being an individual) is the subject of a bankruptcy petition order;
7. a creditor or encumbrancer of either party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
8. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over either party (being a company);
9. a floating charge holder over the assets of either party (being a company) has become entitled to appoint or has appointed an administrative receiver;
10. a person becomes entitled to appoint a receiver over the assets of either party or a receiver is appointed over the assets of either party;
11. any event occurs, or proceeding is taken, with respect to either party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8(c) to clause 8(j) (inclusive);
12. either party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
13. either party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
14. **EFFECT OF EARLY TERMINATION**
    1. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
    2. Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
    3. In the event of early termination in accordance with clause 8, the Temporary Worker Fees shall be payable up to and including the date of such termination.
15. **ANNOUNCEMENTS**

No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

1. **AUDIT AND RECORD-KEEPING**

The Employment Business shall keep and maintain until six years after the agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of the agreement including, in particular:

1. the services provided by the Employment Business under this agreement;
2. all expenditure reimbursed by the Client;
3. all payments made by the Client;
4. the terms on which it or any sub-contractors engage any Temporary Workers; and
5. the Screening undertaken on any Temporary Workers.

The Employment Business shall on request provide the Client or the Client's representatives such access, on reasonable notice and within normal working hours, to those records as may be reasonably required in connection with this agreement.

1. **INDEMNITIES AND INSURANCE**
   1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Temporary Worker 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 loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the Assignment of from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker or if the Temporary 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 by law.
   2. Both parties shall indemnify and keep the other party indemnified against any losses incurred by the other party arising out of any Assignment or arising out of any non- compliance with, and/or as a result of any breach of this Agreement.
   3. The Employment Business shall be responsible for deduction and payment of all tax, National Insurance contributions and other taxes and levies in respect of persons employed by the Employment Business or Temporary Workers and shall keep the Client and any successor to the Employment Business Indemnified against all liability to make such statutory payments that may be suffered or incurred by the Client and any successor to the Employment Business.
   4. The Employment Business shall ensure that Temporary Workers are contractually obliged to comply with:
      1. all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of an Assignment and applicable to the Client's business;
      2. the Client's health and safety policy whilst the Temporary Workers are on the Client’s premises or any of the Client's customers' or suppliers' or Employment Businesss' (direct or indirect) premises; and
      3. a restriction not to disclose any confidential information of the Client or any of the Client’s customers or suppliers or Employment Businesss (direct or indirect), which they may acquire during the course of the Assignment.
   5. Prior to the commencement of any work by a Qualifying Temporary Worker in relation to an Assignment, or by a Temporary Worker who during the course of work on that Assignment will become a Qualifying Temporary Worker, the Employment Business shall notify the Client of this fact, and agree with the Client the applicable Temporary Worker Fees, including any Other Qualifying Payments which may be payable.
   6. The Client shall at all times comply with its obligations under the AWR 2010, including but not limited to providing any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulation 12 and 13 of the AWR 2010.
   7. In the event that either party receives an allegation by any Temporary Worker that there has been a breach of the AWR 2010 in relation to the supply of that person to the Client by the Employment Business (whether that allegation has been made as a request for information under regulation 16 of the AWR 2010 or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in relation to responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party, and complying with any reasonable requests in relation to the contents of any response.
   8. The Employment Business shall indemnify the Client for any liability, cost, claim, award or any other expense incurred by it or arising out of a breach or alleged breach by the Client, of the AWR 2010 (save to the extent that the Client is, in accordance with the AWR 2010, liable for the same).
   9. The Client shall maintain in force, with a reputable insurance company, employer’s and public liability insurance cover for the Temporary Worker during all Assignments.
   10. The provisions of this clause 12 shall survive termination of this agreement.
2. **CONFIDENTIALITY**
   1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 13.2.
   2. Each party may disclose the other party's confidential information:
      1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
      2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
   3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
3. **DATA PROTECTION**

In this Clause 14:

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.; and

“personal data” means personal data as defined in the Data Protection Legislation.

* 1. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller, and the Employment Business is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
  2. The Employment Business shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by the Agency of its obligations under this agreement:
     1. process that Personal Data only on the written instructions of the Client for the purposes of carrying out a childcare search or other private staffing search in accordance with the terms of this agreement unless the Employment Business is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Employment Business to process Personal Data (Applicable Laws). Where the Employment Business is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Employment Business shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Employment Business from so notifying the Client;
     2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
     3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
     4. assist the Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
     5. notify the Client without undue delay on becoming aware of a Personal Data breach;
     6. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
     7. maintain complete and accurate records and information to demonstrate its compliance with this clause.

1. **WARRANTIES AND UNDERTAKINGS**
   1. The Employment Business warrants that has the necessary expertise to provide the services contemplated in this agreement and will perform them in keeping with the highest professional business standards by using appropriately qualified, experienced and trained personnel.
   2. The Employment Business warrants that it does and it shall comply with the all relevant statutes, laws, regulations and codes of practice from time to time in force in the relevant Territory.
   3. Each party warrants that it has full capacity and authority to enter into and perform this agreement.
2. **NON-SOLICITATION**

The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the other party who has worked on the services provided under this agreement at any time during the term of this agreement.

1. **ASSIGNMENT AND OTHER DEALINGS**
   1. Subject to clause 17.2, neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
   2. The Employment Business shall not sub-contract or delegate in any manner any or all of its obligations under this agreement to any third party or Employment Business without the prior written consent of the Client. It shall be a condition of such consent that the sub- contractor signs and observes an agreement containing terms at least as onerous as those contained in this agreement. Without prejudice to this clause, the Employment Business shall in all cases retain sole responsibility for the performance of the tasks assigned to it under this agreement, regardless of the use of authorised or unauthorised sub-contractors and the Employment Business shall be liable for the acts and omissions of any sub-contractor (of any tier and authorised and unauthorised) or any intermediaries whatsoever as if they were the acts and omissions of the Employment Business itself.
2. **NO PARTNERSHIP OR AGENCY**
   1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the Employment Business of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
   2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
3. **ENTIRE AGREEMENT**
   1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
   3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
   4. Nothing in this clause shall limit or exclude any liability for fraud.
4. **THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

1. **NOTICES**
   1. Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
      1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
      2. Sent by email to [**info@purpledove.co.uk**](mailto:info@purpledove.co.uk)
   2. Any notice or communication shall be deemed to have been received:
      1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
      2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
      3. if sent by email, at 9.00 am on the next Business Day after transmission.
   3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
2. **GOVERNING LAW**

This agreement 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.

1. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

1. **FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement, including payment, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate this agreement by giving 5 Business Days' written notice to the affected party.

1. **SEVERANCE**
   1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
   2. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

This agreement has been entered into on the date stated at the beginning of it.

Signed by for and on behalf of Purple Dove Recruitment Limited

.......................................

Signature

Signed by for and on behalf of

.......................................

Signature

**SCHEDULE – TEMPORARY TO PERMANENT FEES**

The Introduction Fee referred to in clause 4 shall be agreed in writing between the Employment Business and the Client. In the event the parties do not agree the amount of the Introduction Fee then the Employment Business shall be entitled to charge 10% of the remuneration payable to the Temporary Worker during the first 12 months of the Engagement.

**INTRODUCTION FEE**

|  |  |  |
| --- | --- | --- |
| **PERIOD OF EXTENDED ASSIGNMENT** | | |
| Number of complete weeks the Temporary Worker has been supplied to the Client prior to the start of the Extended Assignment: | 0 to 12 weeks | 13 weeks or more |
| Period of Extended Assignment: | 20 weeks | 0 |