

UMBRELLA COMPANY

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These terms and conditions apply between

Healthcare Staffing Solutions Ltd (company number: 10326674) & GPS Locums LTD (company number: 08147160) whose registered office is at 90-96 Victoria Road, Chelmsford, Essex, CM1 1QU

Your approved umbrella company that has signed this contract (the "Supplier").

Background:

- (A) The Supplier is an Umbrella Company which employs and assigns the services of its employees to work on projects for third parties;
- (B) The Supplier shall ensure that assigned employees shall provide the Services for the Client in accordance with the terms of this Agreement which is a contract for services; and
- (C) Certain terms in this Agreement will or will not apply depending on whether the Conduct Regulations apply and clause 13 sets out further details of this.

It is agreed as follows:

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply: "Apprenticeship Levy" means the levy payable pursuant to Part 6 of the Finance Act 2016, as updated and amended from time to time.

"Fee" means the fee calculated on the basis of the rate set out in the Assignment Schedule

"Losses" means all losses, liabilities, damages, assessments, costs, expenses and charges, including such items arising out of or resulting from actions, proceedings, claims, demands, assessments for tax, national insurance contributions and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation reasonable legal costs incurred as a result of defending or settling any claims).

"Agreement" means the agreement between the Company and the Supplier comprising the terms set out in this document including the Assignment Schedule.

"Application Documents" means any tender documentation, application form or other written information provided by the Supplier or the Consultant to the Company about the employment or tax status, experience, training, qualifications, authorisations and general suitability of the Supplier and/or the Consultant for performing the Services.

"Assignment Schedule" means the schedule to this Agreement as may from time to time be amended; the term "Assignment" shall be construed accordingly.

"AWR" means the Agency Workers Regulations 2010.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Client" means the Client defined in the Assignment Schedule.

"Client's Group" means the Client, any body corporate of which the Client is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Client.

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"Client's Systems" means Systems made available by the Client to the Supplier and/or the Consultant for use in relation to the Services.

"Company's Group" means the Company, any body corporate of which the Company is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Company.

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Consultant" means the consultant assigned to the performance of the Services as at the Start Date and any substitute pursuant to clause 8.2.

"Data Protection Legislation" means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including (in the UK) the Data Protection Act 1998 (the "DPA") and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018, EU Regulation 2016/679 ("GDPR"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR or DPA; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

"End User" means any client or customer of the Client for whom, or at whose premises, the Services are performed under this Agreement.

"Expenses Legislation" means ss339A and 688B ITEPA and related NICs and PAYE provisions in force from 6 April 2016 relating to travel and subsistence expenses tax schemes and related tax arrangements, and expenses paid to Consultants.

"Force Majeure" means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected.

"Good Industry Practice" means the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a suitably skilled and experienced person engaged in the same type of services as the Services, applying the best standards currently generally applied in the relevant industry.

"Intermediaries Legislation" means any or current or proposed legislation known as the Onshore Intermediaries Legislation and/or the Offshore Intermediaries Legislation including under current or amended s.44 and s.688 of the Income Tax (Earnings and Pensions) Act 2003 and under current or amended Regulation 5 of the Social Security (Categorisation of Earners) Regulations 1978.

"Losses" means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

"MSC Legislation" means Part 2, Chapter 9 and Part 11, Chapter 3, section 688A (Managed service companies; recovery from other persons) of the Income Tax (Earnings and Pensions) Act 2003.

"Managed Service Company" and "MSC Provider" have the same meaning as set out in the MSC Legislation.

"Opt Out" means a notice given by the Supplier and the Consultant in accordance with Regulation 32(9) of the Conduct Regulations of their agreement that the Conduct Regulations shall not apply in respect of the supply of the Services; the term "Opted Out" shall be construed accordingly.

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"Payment Rate" means the rate set out in the Assignment Schedule.

"Services" means the services describes in the Assignment Schedule.

"Supplier's Group" means the Supplier, anybody corporate of which the Supplier is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Supplier.

"Systems" means telecommunications systems, IT systems and security systems.

"Umbrella Company" means a person who engages one or more consultants on a contract of employment basis for assignment to third party clients.

"Work Results" means any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the Services.

1.2 Each term starting with a capital letter and not defined in clause 1.1 or elsewhere in this Agreement is as defined in the Assignment Schedule.

1.3 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.

1.4 Where the context permits, words denoting:

- (a) persons shall include bodies corporate and unincorporated associations of persons;
- (b) the singular includes the plural and vice versa; and
- (c) one gender shall include any gender.

1.5 The Supplier acknowledges and agrees that the terms of this Agreement shall apply on or before the Start Date (and in any case shall be deemed accepted when the Consultant commences an Assignment) and for the term of the Assignment. In the event of any conflict or inconsistency between any terms set out in the form of the Assignment Schedule and the terms in this main agreement the terms of the Assignment Schedule shall take precedence.

1.6 Where the Services are, at the request of the Company or the Client, performed wholly or in material part at the premises and/or for the benefit of an End User then all references in this Agreement to "the Client" shall be deemed to refer to such End User. This sub-clause shall be severable and shall not apply to the extent that it would otherwise render any provision of this Agreement void or unenforceable.

2. Supplier's Obligations

2.1 The Supplier shall:

- (a) throughout the term of the Assignment supply the Services in accordance with Good Industry Practice at all times taking responsibility for the way in which the Services are performed;
- (b) procure that the Consultant delivers completed timesheets (in a form approved by the Company) via the Company's third party timesheet system provider (access to which will be provided by the Company to the Consultant) (a designated timesheet authoriser will authorise these timesheets);
- (c) send an invoice to the Company (via email) stating the dates and hours worked by the Consultant and the total amount due to be paid to the Supplier, and the supplier

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- (i) acknowledges that failure by the Supplier so to deliver and return any timesheet may delay payment to the Supplier while the Company makes enquiries to verify the hours worked;
- (ii) [Only applicable if the Conduct Regulations do not apply] acknowledges and agrees that payment shall be conditional upon the production of a complete and accurate timesheet approved by an appropriate representative of the Client in accordance with clause 2.1(c) above;
- (iii) [Only applicable if the Conduct Regulations do apply] acknowledges that the Company invests time and resource in obtaining appropriately authorised timesheets from the Client and accordingly the Company reserves the right to withhold 10% of the amount claimed by the Supplier in respect of the hours recorded by it in the timesheet for the relevant period until such time as a complete and accurate timesheet is provided by the Supplier and approved by the Client;
- (iv) agrees that failure by the Supplier to deliver and return any timesheet shall constitute a breach of this Agreement entitling the Company to terminate the Agreement and claim damages against the Supplier for any Losses suffered or incurred by the Company; and
- (v) confirms that, by signing this Agreement, it is aware that it could be a criminal offence for the Supplier and/or the Consultant to falsify any timesheet, for example by claiming that the Services were supplied for hours for which they were not in fact supplied;
- (d) comply with all health and safety, site and security regulations applicable at the Location(s) to the extent that they apply to the type of work required for the provision of the Services;
- (e) comply with all the Client's regulations, policies and protocols as notified by the Client and/or the Company from time to time except where such regulations and policies relate solely to employees of the Client;
- (f) comply with the Client's IT security policies and protocols when accessing or using the Client's Systems (which it may only do with the consent of the Client);
- (g) not engage in any conduct detrimental to the interests of the Company or the Client, including, without limitation, any conduct likely to bring the Company or the Client into disrepute;
- (h) give reasonable notice to the Company and the Client of any period during which the Supplier and/or the Consultant will be unavailable or unable to perform the Services;
- (i) be covered by appropriate professional indemnity insurance in connection with the Services and supply the Company with evidence of cover on request;
- (j) supply to the Company copies of any relevant qualifications or authorisations that the Supplier and/or the Consultant is required by the Client or by law or any professional body to have in order to provide the Services to the Client;
- (k) at the Company's or the Client's request remedy in the Supplier/Consultant's own time and at the Supplier's own expense any Substandard Outcome of the Services and where necessary, this shall include re-performing the Services. "Substandard Outcome" shall mean any result, element, stage or product of the Services that the Client or the Company reasonably deems as not meeting the standard required under clause 2.1(a) or and/or any Service specifications set out in the Assignment Schedule;

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- (a) indemnify the Company against all Losses incurred by the Company arising out of any negligent, wrongful or fraudulent act or omission of the Supplier and/or the Consultant; and
- (b) procure that the Consultant shall comply with the provisions of clauses 2,4,5,6,7,8,9 and 10 as if the Consultant were a party to this Agreement in place of the Supplier.

2. Payment of fees

2.1 Subject to the timesheet approval requirements set out in clause 2.1, the Supplier shall issue invoices for the Services in accordance with the Assignment Schedule. On receipt of an invoice from a Supplier the Company shall carry out checks to ensure that invoices received from the Supplier properly correlate to those timesheets received by the Consultant via the Company's third party timesheet provider (checks to be carried out by the Company in respect of invoices include, but are not limited to, ensuring invoices comply with the applicable Payment Rates. The Supplier acknowledges and agrees that the Payment Rates are set at a level to enable the Supplier to pay, and in the expectation that the Supplier will pay, the Consultant at a market rate and in any event, at a rate of pay not less than would be required to ensure compliance with the Supplier's statutory obligations as an employer.

2.2 Subject to the Supplier performing the Services in accordance with this Agreement, and there being no discrepancies between the Supplier's invoice and the timesheet received from the Consultant via the Company's third party timesheet provider, the Company will pay the Supplier's invoices in accordance with the timescales set out in the Assignment Schedule.

2.3 The Supplier shall only be entitled to issue invoices based on rates other than the Payment Rate where the Client and the Company have authorised the relevant work to be done at such rates.

2.4 [Only applicable if the Conduct Regulations do not apply] the Company shall be entitled to set off, withhold or deduct against any sum it may be liable to pay the Supplier if:

- (a) the Company has suffered a Loss for which the Supplier is liable; or
- (b) the Company has made a payment to the Supplier which, for whatever reason, is not properly due to the Supplier; or
- (c) the Supplier becomes liable to pay the Company any sum in connection with this Agreement.

2.5 [Only applicable if the Conduct Regulations do apply] Subject to the terms of this Agreement, the Company undertakes to pay monies due to the Supplier in respect of the Services carried out by the Supplier under this Agreement whether or not the Company has received a corresponding payment from the Client in respect of such Services.

2.6 Unless otherwise agreed in writing, the Supplier shall not be entitled to claim from the Company (or the Client) any expenses (in addition to the Payment Rate) incurred in connection with the performance of the Services.

2.7 All amounts payable under this Agreement are exclusive of VAT which, if applicable, shall be payable by the Company at the prevailing rate on production by the Supplier of the Supplier's VAT certificate.

3. Supplier's status

3.1 The parties acknowledge that neither the Supplier nor the Consultant is the employee, worker, agent, partner or servant of the Company (or the Client) and accordingly:

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((a) this Agreement is not an exclusive arrangement and (subject to clauses 2.1(g) and (if applicable) 6) nothing in this Agreement shall prevent the Supplier or the Consultant from engaging in other services for any third party;

(b) the Company is not obliged to put the Supplier or the Consultant forward for consideration by the Client for the provision of services nor is the Supplier or the Consultant obliged to provide services to the Client beyond the termination or expiry of this Agreement;

(c) the Supplier shall (and shall procure that the Consultant shall) comply with all legal and fiscal obligations of the country in which the Services are performed including but not limited to obligations under the Pensions Act 2008, payment of the Apprenticeship Levy, the obligations in clause 6.1(d) and (e), the Working Time Regulations 1998 or local equivalent (if applicable) and any requirement to register residency;

(d) the Supplier shall account to the appropriate authorities for all tax (including VAT), National Insurance contributions and social security levies (if any) (or any overseas equivalents of the same) payable in respect of sums paid to the Supplier or by it to the Consultant in connection with this Agreement and shall procure that the Consultant shall also account to the appropriate authorities for all such tax and other sums payable by the Consultant in respect of sums paid to the Consultant which relate in any way to this Agreement;

(e) the Supplier shall (and shall procure that the Consultant shall) comply with the provisions of the Immigration, Asylum and Nationality Act 2006 (the "Act") in all relevant respects and, if the Consultant is subject to immigration control for the purposes of the Act, the Supplier warrants that:

(i) it has carried out all pre-employment checks as required under the Act and UK Border Agency guidance and is satisfied that the Consultant has subsisting leave to enter and remain in the United Kingdom for the duration of this Agreement; and

(ii) the Consultant is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the Services;

(f) the Supplier shall, in respect of any substitute consultant supplied pursuant to clause 8.2, carry out the same pre-employment checks and provide the same warranty as set out in clause 4.1(e);

4.2 the Supplier warrants and undertakes that:

(a) it is not a Managed Service Company or a MSC Provider;

(b) the information provided by the Supplier concerning the tax status of the Supplier, including without being limited to whether or not it operates as an Umbrella Company or the applicability of the MSC Legislation, is full and accurate;

(c) it does not refer individuals to persons (whether operating within the Supplier's Group or otherwise) with a view to such person selling the services which could give rise to risk under the MSC Legislation;

(d) it shall not do or omit to do anything to allow itself to become a Managed Service Company or MSC Provider.

4.3 The Supplier shall indemnify the Company (or, as the case may be, the Client) (and keep it indemnified fully on demand) and hold harmless the Company for and against any and all Losses which the Company (or, as the case may be, the Client) may suffer or incur as a result of the failure of the Supplier to comply with any of the representations, warranties and/or

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undertakings in this clause 4, including, without limitation, Losses and/or which they would not have suffered or incurred but for: (i) the Supplier or the Consultant claiming to be; and/or, (ii) some official, public body or authority for any purpose regarding the Consultant as an employee or worker of the Company (or, as the case may be, the Client) or otherwise entitled to any rights or benefits that employees or workers enjoy.

4.4 The Company shall be entitled to withhold from any payment due to the Supplier under this Agreement any sum that it may in its reasonable opinion be or become liable to pay in respect of income tax or national insurance relating to Consultants supplied via the Supplier including any such liability under the Intermediaries Legislation and shall release such sum to the Supplier on provision of, and to the extent of, such evidence from Supplier as the Company shall reasonably require that such liability shall not arise.

4.5 The Supplier shall promptly supply to the Company at the end of each month (or other period from time to time required by the Company) confirmation in writing as follows:

- (a) the names of all Consultants supplied via the Supplier in that month and such information as the company may require relating to such workers under the Intermediaries Legislation;
- (b) in relation to any such Consultant who, notwithstanding the Supplier's warranty in clause 4.2, is supplied to the Supplier via an umbrella company or other intermediary, confirmation and documentary evidence that such company or intermediary has accounted fully for PAYE and NICs in respect of payments to the Consultant and has paid the Consultant's remuneration in the United Kingdom.

4.6 The Supplier warrants covenants and undertakes that the confirmation and documentary evidence supplied for the purposes described above shall be full and accurate and it agrees that a nil response shall constitute confirmation that there are no workers to whom the Intermediaries Legislation shall apply and it shall indemnify the Company in respect of any Loss it suffers as a result of any documentation or evidence not being full, accurate or supplied in good time.

4.7 The Supplier further warrants, covenants and undertakes that:

- (a) it is registered and based in the UK;
- (b) it has appropriate tax accounting arrangements in place;
- (c) it operates in accordance with all UK tax and social security legislation (or equivalent legislation in the jurisdictions in which the Services are being performed);
- (d) all remuneration paid by it to the Consultant(s) shall be paid subject to PAYE tax and Class 1 National Insurance Contributions (primary and secondary);
- (e) it will account to HMRC for the Apprenticeship Levy;
- (f) no Consultant is engaged as a sole trader, via a personal service company or otherwise on a contract for services or self-employed basis or as a member of a partnership;
- (g) no Consultant is engaged or otherwise paid via an offshore arrangement or secondary employer;
- (h) that the Supplier is the sole intermediary involved in the payment of the Consultant;
- (i) the Consultant is not paid via or by his/her personal service company or via any intermediary other than the Supplier;

nt is the employee, worker, agent, partner or servant of the Company (or the Client) and accordingly:

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- (j) that all income relating to provision of the Service is taxed in the country in which it is earned and the Supplier does not pay the Consultant on a split payment basis;
- (k) that all payments made to the Consultant relating to Services under this Agreement are paid into a UK bank account held in the name (as applicable) of the Supplier;
- (l) it does not operate a travel and subsistence scheme under which the Consultant is paid expenses on an exempt of tax (or otherwise tax deductible) and NIC basis;
- (m) it shall not refer or otherwise encourage the Consultant to switch to use or be engaged via an alternative employer or service model whether offered by the Supplier, a member of the Supplier's Group or otherwise;

4.8 In addition to the general indemnities under this Agreement, the Supplier shall defend, indemnify and hold the Company harmless from Losses resulting from the Supplier's failure to make timely payment of, or timely filings with respect to, any obligations to pay taxes incurred in respect of the Services and/or the Supplier's breach of any of the warranties set out in clause 4.

4.9 If the Supplier receives any notice or communication which suggests that UK PAYE tax or National Insurance has not been properly deducted and accounted for to HM Revenue & Customs by the Supplier or any relevant intermediary with which the Supplier deals, the Supplier shall, to the extent permitted by law, immediately notify the Company and if appropriate (to be decided in the Company's sole discretion) the parties shall work together in good faith to resolve the issue (which shall not constitute any admittance of liability for any reason by the Company). The Supplier shall indemnify the Company for all Losses incurred by the Company as a result of such investigation.

4.10 The Supplier agrees that the Company may audit the Supplier during normal business hours on reasonable notice to verify the Supplier's compliance with the terms of this Agreement. The Supplier shall provide the Company with all reasonable co-operation, and shall allow the Company to have access to and take copies of the Supplier's records and documentation, in respect of such audit.

4.11 The Supplier acknowledges and warrants that it operates in accordance with the Criminal Finances Act 2017 and is not facilitating and will not facilitate tax evasion in the supply chain in any manner which is or would be a breach of that legislation. The Supplier shall, at the Company's request, provide the Company with a statement of such steps it has taken to ensure compliance with the Criminal Finances Act 2017, together with such other information as the Company may reasonably require in order to undertake risk assessments to ensure that the Company is not facilitating tax evasion pursuant to the Criminal Finances Act 2017. Where the Supplier suspects or has any reason to believe that tax evasion exists within the supply chain, the Supplier shall report any concerns to the Company immediately.

4.12 The Supplier shall indemnify the Company in respect of any Losses incurred pursuant to breach of clause 4.11 above.

4.13 The Company will be entitled to terminate this Agreement (without payment of compensation) on notice with immediate effect if HM Revenue & Customs brings an assessment against the Supplier, the Company and/or the Client as a result of breach of the Intermediaries Legislation, the Expenses Legislation, the Off Payroll IR35 Legislation or any of the other tax related provisions of this Agreement or if the Employment Business has reason to believe that the Supplier poses a risk under the Criminal Finances Act 2017.

5. Confidentiality and Intellectual Property

5.1 The Supplier shall:

- (a) keep confidential all information relating to the Company's, the Client's or any End User's business and affairs (including, for the avoidance of doubt, Payment Rates)

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("Confidential Information") which may become known to it in connection with the supply of the Services or this Agreement;

- (b) not use any Confidential Information except for the purposes of performing the Services;
- (c) without delay enter into any and all assignments of intellectual property rights (relating to the Work Results) or confidentiality undertakings that the Company or the Client may require it to enter into;
- (d) not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information; and
- (e) on request, return to the Company (or any other entity as the Company may direct) all material in its or the Consultant's possession or control and belonging to the Client or the Company and/or containing Confidential Information.

5.2 The Supplier shall at the request of the Company, execute and do all acts and things reasonably necessary to enable the Company (or the Company's nominee) to apply for and obtain protection for the Work Results in any and all countries and to vest title to the Work Results in the Company (or the Company's nominee) absolutely.

5.3 The Supplier hereby assigns to the Company (or the Company's nominee) all present and future intellectual property rights in or relating to the Work Results including, without limitation, the right to sue for past infringements.

5.4 The Supplier shall from time to time do all such acts and things and sign all such documents (without cost to the Company or the Client) at the request of the Company as may be necessary to perfect the assignments referred to in clauses 5.2 and/or 5.3.

6. Protection of the Company's business

6.1 [Only applicable if the Conduct Regulations do not apply] The Supplier shall procure that the Consultant (and any substitute) shall not without the prior written consent of the Company alone or jointly with another or others in any capacity and whether or not for his benefit and whether directly or indirectly either during the term of this Agreement or for a period of 6 calendar months after the date of termination or expiry of this Agreement:

- (a) enter into (or approach with a view to entering into) a similar contract of service or contract for services:
 - (i) direct with the Client; or
 - (ii) with any member of the Client's Group; or
 - (iii) with any other person for whom, or with whom, the Supplier and/or the Consultant had material contact in the course of its, his or their supply of the Services at any time either in the 6 months prior to such termination or expiry or during the term of this Agreement if such term is a period of less than 6 months;
- (b) enter into a contract or any other form of agreement with an employment business other than the Company for the supply of services to the Client or any member of the Client's Group;
- (c) induce (or seek to induce) the Client to engage the services of any other person in competition with the Company; or

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(j) (d) induce (or seek to induce) to leave, or cease performing service(s) for any member of the Company's Group or of the Client's Group, any contractor or employee of any member of the Company's Group or of the Client's Group with which or with whom the Supplier or the Consultant had material contact in the course of its or their supply of the Services at any time either in the 6 months prior to such termination or expiry or during the term of this Agreement if such term is a period of less than 6 months.

7. Termination

7.1 This Agreement shall automatically expire at close of business on the End Date save that if the Assignment has not been completed by the End Date and the Client has confirmed to the Company that it wishes to extend the Assignment expiry shall be upon the date of actual completion of the Assignment as notified by the Client to the Company.

7.2 This Agreement may be terminated prior to the End Date:

(a) by the Company by notice with immediate effect if (or, for the purpose of clause 7.2(a)(vii) only, by the same period of notice as the Company receives from the Client, less one day):

(i) the Supplier is in breach of any term of this Agreement, which is, in the reasonable opinion of the Company, incapable of being remedied; or, where such breach is in the opinion of the Company capable of being remedied and the Supplier fails to remedy such breach to the Company's satisfaction and at no additional cost to the Company (or the Client) within 5 Business Days after an earlier notice requiring it to do so;

(ii) without prejudice to the generality of the foregoing, the Supplier fails to return completed signed timesheets in accordance with the provisions of clause 2.1(b) and (c);

(iii) the Company shall become unable to commence, continue or completely perform its obligations under this Agreement by reason of Force Majeure affecting the Company and/or the Client;

(iv) the Supplier or the Consultant has in relation to the Services committed an act or omission of dishonesty, incompetence or negligence; or is convicted of any indictable criminal offence (other than, where the Services do not require the Consultant to drive, a road traffic offence for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against it or him, a receiving order or makes any composition with its creditors or an administration order or order is made or resolution passed for the winding up of the Supplier;

(v) the Company receives or obtains information which gives the Company reasonable grounds to believe that the Supplier and/or the Consultant is/are unsuitable to provide services for the Client; or, if the information indicates that the Supplier and/or the Consultant may be unsuitable, the Company has reasonable grounds to believe that the Supplier and/or the Consultant is/are unsuitable after the Company has made such enquiries as are reasonably practicable as to such suitability;

(vi) in accordance with clause 8.2, a substitute consultant is not accepted by the Company, or a substitute consultant is not available;

(vii) for any reason the Client:

(A) terminates its corresponding agreement with the Company; or

(B) cancels its requirement for the Services prior to the Start Date,

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in relation to the provision of the Services by the Supplier or requests that the Consultant be removed or replaced as consultant, and, for the avoidance of doubt, the Company shall incur no liability for Losses in connection with any such termination;

- (viii) the Supplier fails to provide to the Company any information requested by the Company on or prior to the Start Date;
- (ix) the Company has reason to believe that the Client will not meet its payment obligations;
- (x) if the Supplier and/or the Consultant are asked to undertake work for which it/he is not suitably qualified; or
- (xi) the Company has reasonable grounds to believe that any of the warranties and undertakings in clause 4.7 has been breached.

7.3 Termination or expiry of this Agreement shall be without prejudice to the rights of the Company and/or the Client arising directly or indirectly out of the acts and/or omissions of the Supplier and/or the Consultant prior to, in connection with or as a result of such termination or expiry.

7.4 Without prejudice to clause 7.2 the Supplier shall indemnify the Company from and against any Losses for which the Company may be liable under the terms of its contract(s) with the Client and which arise as a direct or indirect result of the negligence of or breach of this Agreement by the Supplier.

8. Details and identity of Consultant

8.1 The Supplier warrants:

- (a) the correctness of the information supplied to the Company in any Application Documents;
- (b) that the Consultant has 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 Consultant to possess in order to perform the Services; and the Supplier shall, at the request of the Company, provide confirmation of the identity of the Consultant and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Services;
- (c) that the Consultant has no criminal convictions which would reasonably affect the Company's and/or the Client's decision to allow the Consultant access to the Location(s), the Client's Systems or to provide the Services;
- (d) [Only applicable if the Conduct Regulations do apply] that the Consultant is willing to work in the position the Client seeks to fill;
- (e) that if, at any time prior to the Start Date or during the term of this Agreement, the Supplier has, receives or obtains any information which indicates that the Supplier and/or the Consultant is/are or may be unsuitable to perform the Services for the Client, whether or not the grounds for this are reasonable, the Supplier shall pass such information to the Company immediately, and co-operate fully with any further enquiries the Company may make in connection with that information;
- (f) that neither the Supplier nor the Consultant is prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client of either of them) from fulfilling in full their respective obligations under this Agreement; and

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(g) the Company reserves the right to carry out, or instruct a third party to carry out, electronic identity checking procedures to verify the identity of the Consultant. The Supplier warrants that it has informed the Consultant of the right reserved by the Company in accordance with this clause 8.1(g) and that the Consultant has consented to the Company, or any third party instructed by the Company, carrying out such identity checks.

8.2 The Supplier may from time to time and shall as soon as possible after being required by the Company so to do, without prejudice to the other provisions of this Agreement, offer a suitable substitute consultant provided that:

(a) the Company shall be under no obligation to accept such substitute consultant if in its or the Client's reasonable opinion such substitute is not wholly suitable (whether by reason of skills, experience, training, qualifications, authorisations or otherwise); and

(b) if a substitute consultant is accepted, the Supplier shall use all due diligence to ensure that handover arrangements are made and shall, at its own expense, be responsible for the handover to the substitute consultant and shall use its reasonable endeavours to procure that a suitable substitute consultant is available to perform the Services as soon as possible. If no such substitute is available within 5 Business Days after receipt by the Supplier of the Company's requirement of a substitute consultant, then the Company may terminate this Agreement by written notice with immediate effect.

9. Data Protection

9.1 The terms "Personal Data", "Data Controller", "Data Subject", "Data Processor" and "process/processing" (and their derivatives) used in this clause 11 shall have the meaning given in applicable Data Protection Legislation. "Third Party" means a third party, such as a recruitment process outsourcing company, which is part of the supply chain through which the Supplier supplies the Services to the Client. References to "consent" shall mean a form of consent which complies with the requirements of Article 7 of the GDPR. "Client Data" means any Personal Data (other than Personal Data related to the Supplier) held and processed by the Client, whether as a Data Controller or Data Processor.

9.2 The Parties acknowledge that, for the purposes of the Data Protection Legislation, each Party shall be considered to be a Data Controller with respect to Personal Data processed in connection with this Agreement.

9.3 Each Party shall comply with the provisions and obligations imposed on them by the Data Protection Legislation when processing Personal Data under this Agreement.

9.4 To the extent that a Party processes any Personal Data on behalf of the other Party, the processing Party shall:

(a) comply with the provisions and obligations imposed on a processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement; and

(b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Party or as expressly provided for in this Agreement.

9.5 If either Party receives any complaint, notice or communication which relates to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Legislation, or if either Party suffers a personal data breach (as defined in the GDPR), it shall immediately notify the other Party and provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

9.6 The Supplier warrants and undertakes to the Company that:

(a) it has the right to transfer Personal Data relating to the Consultant to the Company, the Client and any Third Party for use by the Company, the Client and any Third Party

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for purposes connected with the supply of the Services under this Agreement, and that it has either:

- (i) obtained written consent from the Consultant to such processing; or
- (ii) secured another legal data processing ground, in accordance with applicable Data Protection Legislation, to share the Consultant's Personal Data with the Company, the Client and any relevant Third Party;
- (b) the Consultant has been notified of the Company's fair processing information as set out at <http://www.gpslocums.co.uk/privacy-policy/> (as updated from time to time) and that it will direct the Consultant to any other fair processing information as required by the Company, the Client or Third Party from time to time;
- (c) where the Assignment involves or may involve the processing of the Consultant's Personal Data in jurisdictions outside the UK or the European Economic Area (the "EEA"), the Supplier shall only process the Consultant's Personal Data in accordance with applicable Data Protection Legislation.

9.7 The Supplier shall (and shall procure that the Consultant shall) do nothing to place the Company, the Client or any Third Party in breach of Data Protection Legislation.

9.8 The Supplier acknowledges and agrees that where it (and/or the Consultant) processes Client Data, the Client's data processing policies shall apply to such processing.

9.9 The Supplier shall indemnify the Company for any Losses the Company incurs or suffers arising from any breach of any warranty contained in clause 9..

10. Anti-Bribery

10.1 The Supplier acknowledges and agrees (and shall procure that the Consultant also acknowledges and agrees) that the Company will not tolerate bribery in any form in connection with the conduct of its business.

10.2 The Supplier shall (and shall procure that the Consultant and any substitute shall):

- (a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including without limitation the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- (c) not do, or omit to do, any act that will cause the Company to be in breach of the Anti-Bribery Laws; and
- (d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier and/or the Consultant in connection with the performance of this Agreement;

10.3 The Supplier and/or the Consultant shall promptly notify the Company if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 10.2.

10.4 Breach of this clause 10 shall be deemed a material breach of this Agreement.

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10.5 The Supplier shall indemnify the Company against any Losses incurred by the Company as a result of any breach of this clause 10 by the Supplier (including any consequential loss or damage).

11. AWR

11.1 For the purposes of this clause, the following definitions shall apply:

"Agency Worker" has the meaning given under Regulation 3(1) of the AWR;

"Comparable Terms" means the basic and working employment conditions of an individual as of Day One Of The Relevant Qualifying Period to which an individual would be entitled (including Pay, duration of working time, night work rest periods, rest breaks and annual leave) if they were employed or engaged directly by the Client (including any variations in those relevant terms and conditions made at any time after Day One Of The Relevant Qualifying Period);

"Comparable Pay" means the Pay which would be payable under the relevant Comparable Terms;

"Day One Of The Relevant Qualifying Period" means the first day on which the relevant Agency Worker starts work on an assignment which continues for 12 calendar weeks or more such that the Agency Worker completes the qualifying period in accordance with Regulation 7 of the AWR;

"Pay" means "pay" as defined under Regulation 6(2) of the AWR;

11.2 The Company and the Supplier shall each comply with their obligations under the AWR and each party shall cooperate fully with the other in connection with the AWR. The Company will use reasonable endeavours to procure that any End User fulfils their obligations under the AWR and in particular, to provide the Supplier with any information the End User provides or has already provided to the Company insofar as such information relates to the Assignment Schedule.

11.3 The Company accepts no responsibility for the accuracy or correctness of any Information provided by the End User.

11.4 The Company shall not be responsible for any Losses incurred by the Supplier arising from information provided by the End User or the End User's failure to provide or update accurate information on a timely basis.

11.5 As the Consultant's employer the Supplier shall be responsible at all times for ensuring that the Consultant is paid at a rate not less than the relevant Comparable Pay rate and that the Consultant receives the same basic working and employment conditions in accordance with the AWR.

11.6 The Supplier shall immediately notify the Company if it receives any complaint, request for information or claim from a Consultant relating to pay or any other rights claimed under the AWR. The parties shall work and co-operate together to respond to and resolve any such complaints or claims. The Supplier undertakes to provide the Company with any further Information it may request in order to respond to any such complaint, request for information or claim.

11.7 The Supplier shall indemnify the Company in respect of any and all Losses the Company suffers or incurs arising as a consequence of any employment tribunal finding that any PBA Model through which Consultants are employed does not meet the requirements of Regulations 10 and 11 of the AWR.

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12. General

12.1 [Only applicable if the Conduct Regulations do apply] For the purposes of the Conduct Regulations the Company shall operate as an employment business in relation to the Supplier (except where any permanent placement results from the Company's introduction(s) to the Client, in which case the Company shall act as an employment agency). The Company is prohibited by the Employment Agencies Act 1973 from charging the Supplier a fee for introducing the Supplier to the Client.

12.2 This Agreement (and any undertaking given by the Consultant to the Company and any Opt Out notice given by the Supplier and the Consultant to the Company) constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Company and the Supplier and/or the Consultant relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall (without prejudice to the rights of the Company arising prior to the Start Date in respect of prior breaches by the Supplier or the Consultant of which the Company is not aware) be deemed to have been terminated by mutual consent with effect from the Start Date but so that nothing in this clause 12.2 shall operate to exclude or limit the liability of any party in respect of fraud.

12.3 The Supplier acknowledges that, in entering this Agreement, it has not relied on any representations by the Company, the Client or the Consultant made before the execution of this Agreement other than those expressly set out in this Agreement.

12.4 This Agreement is personal to the Supplier and the Supplier shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party or (save in accordance with clause 8.2) to procure that the Services are performed by any person other than the Consultant. The Company shall, however, be entitled to assign this Agreement to any member of the Company's Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment; all references to the Company shall be deemed to refer to the assignee.

12.5 [Only applicable if the Conduct Regulations do apply] Any assignment of this Agreement by the Company in accordance with clause 12.4 shall be subject to the Supplier's prior consent (such consent not to be unreasonably withheld or delayed).

12.6 No amendment to this Agreement is effective unless it is in writing and signed by or on behalf of each party by a person duly authorised by that party.

12.7 Any notice required to be given under this Agreement (including the delivery of any timesheet or invoice) shall be in writing signed by a person duly authorised by the sending party and delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).

12.8 This Agreement shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.

12.9 The restrictions contained in this Agreement are considered reasonable by the parties, but, if any such restriction is found void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.

12.10 Save as set out in clause 12.11, none of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

12.11 The Client shall be entitled to rely on and enforce the provisions of clause 4.1(i) and the indemnities given by the Supplier in favour of the Client, notwithstanding that the Client is not a party to this Agreement.

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13. Application of the Conduct Regulations to this Agreement

13.1 If, (as indicated in the Assignment Schedule) the Supplier and the Consultant have Opted Out of the Conduct Regulations in respect of the supply of the Services under this Agreement and such notice continues in effect, then all clauses in this Agreement commencing "[Only applicable where the Conduct Regulations do apply]" shall not apply.

13.2 If (as indicated in the Assignment Schedule) the Supplier and the Consultant have not Opted Out; or such Opt Out ceases to have effect, then all clauses in this Agreement commencing "[Only applicable where the Conduct Regulations do not apply]" shall not apply.

(1) Signed by Paige Jarvis on behalf of Healthcare Staffing Solutions Ltd, GPS Locums

LTD Date: 19/02/2020

Position _____ Finance Director _____

Signed by _____ on behalf of

Date:

Position Director