

KEYBAR LTD - TERMS OF BUSINESS FOR TEMPORARY WORKER SUPPLY (GOVERNED BY THE LAWS OF ENGLAND AND WALES)

This Agreement is entered into on [Date].

BETWEEN:

Keybar Ltd trading as Key Health, registered in England and Wales, company number 01382035, whose registered office is 3rd Floor, The News Building, 3 London Bridge Street, London SE1 9SG ("Agency");

and

[Client legal name], registration number [Number or N/A], of [Registered address] ("Client").

Client signatory: [Name / position] Phone: [Number] Email: [Email]

1. DEFINITIONS

"Worker" means an individual introduced or supplied. "Assignment" means a temporary booking confirmed in writing, including email. "Charges" means Agency fees, not Worker pay. "Engagement" includes employment or use directly or through another supplier.

2. SCOPE OF AGREEMENT

The Agency acts as an employment business supplying temporary healthcare and social care staff to business clients in Great Britain on hourly, shift or day rates under Client supervision. After receiving these Terms, the Client accepts them by signing, confirming a booking or accepting supply. These Terms and each Assignment confirmation prevail over Client terms; variations require both parties' written agreement.

3. CHARGES AND PAYMENT TERMS

3.1 The Client pays agreed Charges and expenses, plus VAT where chargeable, weekly in arrears within 30 days of invoice, without set-off except as legally required. Statutory late-payment interest, compensation and reasonable recovery costs apply.

3.2 The Client funds evidenced statutory employment-cost increases, including minimum wage, holiday, employer National Insurance, pensions and equal treatment. The Agency supplies calculations and advance notice where practicable, without double recovery.

4. TIMESHEETS AND APPROVAL

The Client keeps accurate hours, breaks, availability and night-duty records, and approves or disputes weekly timesheets with reasons within three business days of receipt; otherwise they are deemed approved for invoicing, subject to proven error. Missing approval or dissatisfaction does not excuse paying for established work or justify withholding lawful Worker pay. Relevant records must be retained for statutory periods and supplied promptly for lawful enquiries.

4A. DAY RATES AND DAILY AVERAGE HOURS

4A.1 Day/shift rates use the booked hours and duties baseline, not unlimited work. Daily Average Hours Agreements (DAAs) apply only to genuinely unmeasured live-in work under the National Minimum Wage Regulations 2015.

4A.2 As between the parties, the Client is solely responsible for issuing the placement-specific DAA and accurate supporting care/hours information to the Agency, evidencing a realistic average. The Agency must hold the Worker's and actual employer's signatures or valid electronic acceptance before release and the relevant pay reference period. No agreement means no start; no backdating is permitted.

4A.3 The Client must manage and monitor duties consistently with that average and immediately report increased demands or discrepancies. A DAA is not a fixed daily cap. Ordinary daily variation alone does not trigger extra Charges; an invalid DAA cannot displace legally countable actual hours.

4A.4 If additional duties or understated/increased hours require more pay, Charges for the affected period become the higher of the existing Charge multiplied by revised lawful hours divided by booked baseline hours, or the existing Charge plus evidenced additional employment costs, without double recovery. Baseline hours must exceed zero and comparisons cover the same period. Revised averages apply only prospectively; otherwise use legally countable hours. Agency breach and independent umbrella failures are excluded. Worker pay must not await Client funding.

5. WORKER SUITABILITY AND PAYROLL

5.1 The Agency exercises reasonable care and fulfils its duties under the Conduct of Employment Agencies and Employment Businesses Regulations 2003, including regulation 22 checks and disclosures. No opt-out is permitted for work with vulnerable people. The Client reports suitability concerns immediately; the Agency takes legally required action. Replacement will be sought where appropriate; refunds are discretionary.

5.2 PAYE may operate through a separately contracted umbrella employer from the Agency's approved SafeRec-certified and/or FCSA-accredited providers, with employing-entity status verified. The employer handles lawful payroll, deductions and employment entitlements. Worker terms and required Key Information Documents are supplied separately. Statutory duties, including Agency liability for umbrella PAYE/NIC underpayments, remain unaffected.

6. LIABILITY AND INDEMNITY

6.1 Subject to clause 6.3, the Agency excludes liability for indirect/consequential loss and lost profit. It is not liable for Worker acts under Client direction except to the extent caused by Agency breach/negligence. Aggregate liability per Assignment is capped at its Charges paid or payable, subject to statutory reasonableness requirements.

6.2 The Client indemnifies the Agency for reasonable losses, claims and legal costs caused by Client breach, negligence, instructions or inaccurate/missing hours or care information, including attributable wage arrears and employment costs. Agency breach/negligence, independent umbrella failures and fines/liabilities that cannot lawfully be indemnified are excluded. Losses must be mitigated and other recoveries credited.

6.3 Nothing limits liability for death/personal injury caused by negligence, fraud or other non-excludable liability. Worker rights and regulators' powers are unaffected.

7. CLIENT HEALTHCARE AND SAFETY DUTIES

Before introduction or supply, the Client provides its role and workplace requirements in Schedule 1. It remains responsible for care management, competent supervision, induction, safe staffing, working time/rest, safeguarding and required care registrations. Workers must not work beyond their competence or as prohibited strike cover. Both parties comply with the Agency Workers Regulations 2010; the Client provides required day-one access, accurate comparator conditions, previous-assignment information and updates, and prevents unlawful discrimination and harassment.

8. CONFIDENTIALITY

Confidential and patient information must be protected during and after the Assignment, without restricting lawful safeguarding reports, protected disclosures or regulatory cooperation.

9. TRANSFERS AND INTRODUCTION FEES

9.1 Client Engagement outside the Agency, or Engagement following introduction by the Client to a third party, incurs 20% of first-year gross remuneration, annualised from last agreed Worker pay/hours over 52 weeks if unknown. For supplied Workers, the fee applies only within regulation 10's relevant period: the later-ending period of 14 weeks from first supply or eight weeks following last work; first supply resets after a break exceeding 42 days. For introduction without supply, the period is six months from introduction.

9.2 Instead, before Engagement the Client may elect 12 weeks' extended hire in writing on no less favourable terms, or offered terms if not yet supplied, then transfer free. No fee is enforceable if the Agency fails to supply throughout unless wholly without fault. Early-transfer fees reduce proportionately for extension weeks completed. This option excludes genuine third-party introductions. Fees are payable under clause 3 on Engagement, subject to regulation 10.

10. DATA PROTECTION

Each party complies with UK GDPR and the Data Protection Act 2018, as amended, sharing necessary information securely and lawfully with employers, advisers and regulators.

11. INSURANCE

Each party maintains appropriate liability insurance, including legally required employers' liability cover. Client cover must accommodate supplied Workers under its control.

12. TERM AND TERMINATION

Either party may end this framework on 30 days' written notice; bookings continue to their agreed end/notice date. Either may terminate immediately for material breach or insolvency. The Agency may suspend/end supply for non-payment, safety or compliance concerns, with safe handover where practicable. The Client retains care-continuity responsibility and pays accrued Charges and unavoidable employment commitments caused by its cancellation, less savings/recoveries, excluding Agency breach.

13. NOTICES

Written notices take effect on hand delivery, confirmed email receipt or two business days after first-class posting to the stated contact details.

14. GOVERNING LAW AND JURISDICTION

English and Welsh law and exclusive court jurisdiction apply, subject to mandatory law. Invalid terms do not affect the remainder; delay is not waiver. Accrued rights survive termination. No third-party contractual rights are conferred.

15. ENTIRE AGREEMENT AND VARIATION: Upon the Client's acceptance, these Terms and the applicable Assignment Schedule constitute the entire agreement for the relevant supply and supersede all previous terms, agreements and understandings, whether written or oral. These Terms prevail over any other terms issued, proposed or referred to by the Client, including purchase orders and supplier conditions. No amendment, variation or waiver of these Terms shall be effective unless expressly agreed in writing by an authorised officer of Keybar Ltd trading as Key Health.

SCHEDULE 1 - ASSIGNMENT DETAILS (EXAMPLE ONLY)

Complete for each placement, or confirm these particulars by email before supply.

- Worker / legal employer: [Name; umbrella or direct PAYE employer]
 - Client business / role / duties / location: [Details]
 - Start / end or expected duration: [Details]
 - Days / hours / breaks / night arrangements: [Details]
 - Hourly / shift / daily Charge; baseline hours: [Rate excluding VAT; hours per day/shift]
 - Expenses payable to or by Worker; premiums: [Details or none]
 - Qualifications / authorisations / risks / safeguards: [Details or attached role brief]
 - DAA / realistic average / employer and Worker acceptance: [Reference and dates, or N/A]
 - Comparator conditions / previous assignments: [Details or attached information]
 - Agency / Client contacts; timesheet approver: [Names and emails]
 - Notice / cancellation terms; agreed variations: [Details or none]
-

Signed for and on behalf of Keybar Ltd:

Signature: _____

Name:

Position:

Date: [DD/MM/YYYY]

Signed for and on behalf of [Client legal name]:

Signature: _____

Name: [Authorised signatory]

Position: [Position]

Date: [DD/MM/YYYY]