



CSR STAFFING GROUP LTD

**Terms of Business for the Provision of Contract Services (Client Terms)**

**CONTRACT No:**

This Agreement is made on

**BETWEEN**

- (1) **CSR STAFFING GROUP LTD** (trading as Circle, Circle Foods, Circle Engineering, Circle Life Sciences) a company incorporated in England and Wales under company number 10950306 and whose registered office is at Room 501 DMC 01, County Way, Barnsley, UK, S70 2JW ("**CSR**") and head office located at Fountain A, Lynch Wood Park, Peterborough, PE2 6FY; and
- (2) **AUSTIN COMPANY OF (U.K.) LIMITED (THE)**, a company incorporated in England & Wales under company number 00343451 and whose registered office is Suite 22 Building 6 Croxley Park, Hatters Lane, Watford, Hertfordshire, England, WD18 8YH ("**Client**")

**1. Definitions**

In these terms of business, the following definitions shall apply –

- "Assignment"** means the period during which a Representative renders Contractor Services to the Client;
- "Assignment Confirmation Schedule"** means the document given by CSR to the Client confirming the details relating to an Assignment and Contractor Services in a format similar to the example attached as Schedule 1 to these Terms;
- "Client"** means the person, firm, or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom CSR Introduces or supplies the Candidate/Contractor/Representative;
- "Contractor"** means the company who has been Introduced by CSR to the Client and provides the Representative to render services to the Client under these Terms;
- "Contractor Services"** means work/task to be performed by the Representative as set out within Assignment Confirmation Schedule;
- "Data Protection Regulations"** has the meaning given in the Data Protection Act 2018, and the UK General Data Protection Regulation or (as applicable) the General Data Protection Regulation (EU) 2016/679; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);
- "Deemed Employment"** an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies;
- "Engagement"** means the engagement, employment or use of the Candidate/Representative by the Client (or by any third party to whom or to which the Candidate/Representative was introduced by the Client (whether with or without CSR 's knowledge or consent) on a permanent or temporary basis, and "**Engage**", "**Engages**" and "**Engaged**" shall be construed accordingly;
- "Extended Period of Hire"** Save that if the Contractor and or its Representative have not opted out of the Regulations and there has been a Supply then an extended period of hire may be requested by the Client during which the Contractor will be supplied to the Client by CSR, upon no less favourable terms, the length of which is determined by the duration of the Terms and which will be calculated on a sliding scale as follows:

<b>Duration of the Agreement</b>	<b>Extended Period of Hire</b>
Between 0-6 months	9 months
Between 6-12 months	6 months
Greater than 12 months	3 months

- "Introduced"** means –
  - i. the Client's request to interview a Candidate in person, by telephone or video; or
  - ii. the passing to the Client of a curriculum vitae or other information which identifies a Candidate; or
  - iii. where the Candidate is known to the Client and CSR makes the Client aware of the Candidate's interest or availability

whichever is earlier and "**Introduces**" and "**Introduction**" shall be construed accordingly.



For the avoidance of doubt, there is no requirement for an Introduction to lead to an Engagement or be the “effective cause” of an Engagement, and any implied term to this effect is hereby excluded to the greatest extent allowed by law.

**“Intellectual Property Rights”**

means all patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. Invention: any invention, idea, discovery, development, improvement, or innovation made by the Contractor or by the Representative in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium. Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Contractor or the Representative in connection with the provision of the Services.

**“Introduction Fee”**

means a fee calculated in accordance with clause 6.5 of these Terms;

**“Kingsbridge”**

means the company who provide the Client with Off-Payroll Protect Policy in the event an IR35 SDS Determination is conducted via Kingsbridge;

**“Payment Terms”**

means 30 days from the date of CSR’s invoice;

**“Personal Data”**

has the meaning given in the Data Protection Act 2018, and the UK General Data Protection Regulation or (as applicable) the General Data Protection Regulation (EU) 2016/679;

**“CSR”**

means CSR STAFFING GROUP LTD, a company incorporated in England and Wales under company number 10950306 and whose registered office is at Office 1 Fairfield Business Park, Green Road, Penistone, Sheffield, United Kingdom, S36 6FQ, acting as an employment business incorporated in England;

**“Quarantine Period”**

means in respect of a Representative the period of 12 months following the end of the Assignment of that Representative;

**“Remuneration”**

means base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, shift allowances, location weighting and call-out allowances, the benefit of a company car and any other benefit or allowance whether taxable or not; where a company car is provided, a notional amount of £5000.00 will be added to the salary in order to calculate CSR’s fees;

**“Representative”**

means the employees, officers or representatives of the Contractor as specified in the Assignment Confirmation Schedule who has been Introduced to the Client to render the Contractor Services;

**“Substitute”**

means a substitute for the Representative initially supplied by the Contractor as set out in the Assignment Confirmation Schedule, appointed under the terms of clause 3.6;

**“Terms”**

means these terms of business together with any Assignment Confirmation Schedules issued pursuant to these terms of business

**“Transfer Fee”**

means a fee calculated in accordance with clause 6.5 of these Terms;

**“Worksheet”**

means the electronic worksheet system, or other such time recording method as may be agreed in writing between the parties, in relation to time worked by the Representative.

**2. These Terms**

- 2.1. These Terms including the Schedules contain the entire agreement between the parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous terms of business, agreement, representations whether written or oral including without limitation any terms of business, purchase conditions or other documents put forward by the Client.
- 2.2. Headings contained in these Terms are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate. As used in these Terms, words denoting the masculine gender include the feminine and neuter and vice versa and words denoting the singular include the plural and vice versa.
- 2.3. These Terms shall be deemed to be accepted by the Client and to apply by virtue of (a) an Introduction to the Client of, or the Engagement by the Client of a Contractor or Representative or (b) the passing of information about the Contractor or Representative by the Client to any third party or (c) the Client’s interview or request to interview a Representative or (d) the Client’s signature at the end of these Terms or (e) any other written, expressed acceptance of these Terms or (f) the signature or approval by the Client of a Worksheet relating to services rendered by the Contractor or Representative. For the avoidance of doubt, these Terms apply whether or not the Contractor or Representative is Engaged by the Client for the same type of work as that for which the Introduction was originally effected.
- 2.4. No variation to these Terms shall be valid unless approved in writing by a Director of CSR.
- 2.5. Save as otherwise stated in these Terms, CSR, the Contractor and the Representative shall be entitled to supply its/their services to any third party during the term of these Terms provided that this in no way compromises or is not to the detriment of the supply of the Contractor Services and provided there is no conflict of interest.

**3. Obligations and provisions relating to Contractor Services**

- 3.1. CSR shall use reasonable endeavours to introduce Contractors or Representatives to the Client who meet the Client’s stated requirements.



- 3.2. Where CSR and the Client have agreed that CSR will supply the Client with the services of a particular Contractor and/or Representative, CSR shall provide the Client with an Assignment Confirmation Schedule confirming the name of the Contractor, the name of the Representative, the agreed charge rate(s), term of the Assignment, description of Contractor Services, notice periods and any other relevant details communicated and agreed between the parties.
- 3.3. CSR shall use reasonable endeavours to ensure that the Contractor enters into an agreement which contains an obligation on the Contractor that (a) the Contractor and/or the Representative (as is applicable) co-operates with the Client and complies with all the Client's reasonable and lawful instructions; (b) the ownership of all intellectual property (of whatever nature and, if capable of registration whether registered or not) in all documents or other material and data or other information and devices or processes created by the Representative in the provision of the Contractor Services, shall vest in the Client; (c) the Contractor and/or the Representative (as is applicable) keeps confidential all information clearly marked confidential or stated as such in writing by the Client obtained during the Assignment concerning the Client's organisation activities, product and business affairs.
- 3.4. To enable CSR to comply with its legal obligations the Client undertakes to confirm in writing to CSR information including (without limitation), the date upon which the Contractor is required to commence the provision of Contractor Services; the expected duration of Assignment; the nature of and/or specifics of the services required to be provided by the Contractor and its Representative; the location/s the Contractor and its Representative is expected to deliver the Contractor Services; any experience, training, qualifications, professional body authorisations the Client requires the Representative to possess to provide the Contractor Services; any expenses payable by or to the Contractor or its Representative; and any site regulations, IT access/security/usage policies, any other procedures or policies the Client requires the Representative to adhere to, and shall provide copies of any such policies/procedure to CSR.
- 3.5. The Client acknowledges that the Contractor shall be permitted to determine how it will provide the Contractor Services and will have the flexibility to determine the number of hours required and the times worked to complete the Contractor Services, subject to the Contractor complying with any reasonable operational requirements of the Client. The Contractor will be at liberty to determine the location at which it will provide the Contractor Services, but where the Services are undertaken at the Client's site, the Contractor will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site.
- 3.6. The Client acknowledges that the Contractor may supply any Representative to perform the Services and where the Contractor is unable to provide any part of the Services for whatever reason the Contractor shall be entitled to assign or sub-contract the performance of the Services to a Substitute provided that CSR and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Contractor Services to the required standard and that the Terms of any such assignment or sub-contract contain the same obligations imposed by the agreement between the Contractor and CSR; and further, that any person to whom the performance of the Contractor Services has been assigned or sub-contracted has opted out of the Conduct Regulations.
- 3.7. Save where the Client agrees that such resources shall be provided by the Contractor, the Client shall be responsible for providing office accommodation for the Representative and any necessary resources and facilities and shall ensure that the Representative works in a safe environment in accordance with a safe system of work, where applicable to the location. The Client shall indemnify and keep indemnified CSR from and against all loss or liability suffered or incurred by CSR as a result of any claim by the Contractor and/or the Representative arising out of any injury or damage to his/her person or property.
- 3.8. CSR retains the right to provide a substitute representative with equivalent skills and experience. Any substitute representative shall be subject to the Client's prior interview, onboarding and security clearance procedures, such approval not to be unreasonably withheld or delayed.
- 3.9. Where the AWR applies to the Assignment, the Client warrants that it shall, from the start of the Assignment, provide the Representative with:
- information about relevant vacant posts with the Client or if applicable the Client's client; and
  - save where objectively justifiable, access to any and all collective facilities and amenities, in the same manner as if the Representative were a direct worker or employee of the Client or Client's client; and
  - the Client or Client's client's standard terms and conditions that apply to their employees and those that apply to their workers.

#### **4. Client Undertakings**

- 4.1. The Client shall not, and shall not seek to cause CSR to, unlawfully discriminate in relation to the services provided by CSR to the Client in connection with these Terms and shall disclose any and all information requested by CSR in the event a Representative makes a complaint to CSR.
- 4.2. The Client undertakes to notify CSR immediately of its intention to: (i) Engage a Contractor or Representative Introduced by CSR; or (ii) extend an Assignment of or otherwise Engage directly or indirectly a Contractor and/or the Representative Introduced or supplied by CSR; or (iii) Engage a Contractor and/or the Representative on a permanent, contract or temporary basis or otherwise (including through another recruitment agency, employment business or limited company). The Client acknowledges and accepts that a fee is due to CSR in the foregoing events and the Client further acknowledges the provision of clause 6.5.
- 4.3. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Representative where appropriate.
- 4.4. The Client or Client's client must determine whether any Assignments are inside IR35 (**Deemed Employment**) or outside of IR35 (**Off-Payroll**) and provide CSR with a status determination statement (**SDS**). Where the Assignment is deemed to fall under Off-Payroll rules, CSR will endeavour to ensure that the Representative is taxed appropriately at source and payment made to HMRC.



- 4.5. The Client shall, promptly give to CSR all such information and documentation as it may reasonably require from time to time in respect of the Client's determination whether the Engagement is Deemed Employment or Off-Payroll and, if the Client does so determine Deemed Employment, it shall provide such determination to CSR in order to comply with any obligation on CSR to deduct and account for tax or National Insurance contributions from the fees due under the Assignment Confirmation Schedule.
- 4.6. The Client shall promptly inform CSR of any material change to any information or documentation previously provided in compliance with clause 4.5 and shall also promptly provide any other information or documentation that it considers (or ought reasonably consider) to be materially relevant to determine whether the Engagement is Deemed Employment.
- 4.7. The Client recognises that Off-Payroll status is subject to change during the term of the Assignment and CSR reserves the right to amend the Terms if the Engagement is determined to be Deemed Employment, to comply with Off-Payroll legislation.
- 4.8. For the avoidance of doubt if the Engagement is determined to be Deemed Employment, the right of substitution and Contractor rights to determine location and hours set out in clauses 3.5 and 3.6 shall not apply and the Client will have the right to exercise Supervision, Direction and Control ("**SDC**") over the Contractor's Assignment.
- 4.9. In the event that the Client pursuant to its legal obligations makes a determination that IR35 does not apply to the Contractor (Off-Payroll) and it has provided an SDS to that effect to the Representative and CSR, the Client will hold harmless and indemnify CSR in such matters where, CSR is deemed in any way shape or form liable to treat the Representative as its employees for PAYE income tax, NIC and Apprenticeship Levy purposes.
- 4.10. Conduct Regulations Opt Out Notice: The Contractor has chosen to Opt-Out of the Conduct Regulations.

## **5. Charges and Invoicing**

- 5.1. CSR shall charge the Client and the Client agrees to pay the Introduction Fee in relation to any Contractor or Representative Engaged, by or on behalf of the Client or the Client's client (whether directly or indirectly), following an Introduction by or through CSR, within a period of 12 months from the date of the Introduction.
- 5.2. Introductions of Representatives are confidential. If the Client discloses to a third party any details regarding a Contractor or Representative which results in an Engagement with that third party within 12 months from the date of the Introduction of the Candidate, then the Client agrees to pay CSR's Transfer Fee with no entitlement to any refund.
- 5.3. Where the amount of the actual Remuneration of the Engaged Representative is not known, CSR will charge a Transfer Fee based on the annualised anticipated sum using the Engaged Representative charge rate and/or comparable positions in the market generally, whichever is the greater.
- 5.4. The Client acknowledges that CSR may raise invoices weekly in respect of the Assignment. The Client agrees to pay CSR's charges for the Contractor Services as set out in the relevant Assignment Confirmation Schedule. The Client and CSR will agree a charge rate which will be inclusive of expenses or alternatively the Client can choose to reimburse the Contractor and/or its Representative directly for approved expenses. The Client can request that CSR reimburses the Contractor for approved expenses which will incur an administration fee of £7 for each separate day stated on receipts. The Client acknowledges that CSR may raise invoices weekly in respect of this Clause 5.4.
- 5.4. The Client agrees to pay CSR's charges with respect to the events set out within clause 6.
- 5.5. Save as stated within clause 6.5, the Client agrees to make payment to CSR on presentation of CSR's invoice or at least within the Payment Terms.
- 5.6. All invoices will be deemed to be accepted in full by the Client unless the Client notifies CSR in writing within five days of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify CSR that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the Payment Terms and shall co-operate fully with CSR in order to resolve the dispute as quickly as possible.
- 5.7. VAT shall be payable on charges/fees where applicable.
- 5.8. The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to CSR under these Terms.
- 5.9. Without prejudice to clause 9.4, CSR reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (and as may be calculated using the calculator on the website: [www.payontime.co.uk](http://www.payontime.co.uk)) from the due date until the date payment is received in cleared funds and to charge compensation and further recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2013.
- 5.10. No rebates or refunds will be paid by CSR in relation to the Contractor, the Representative(s), or the Engagements pursuant to clause 5.2 or in relation to clause 6.

## **6. Re-engagement, Transfer, Migration of Contractors/Representatives**

- 6.1. If the Client wishes to directly or indirectly Engage a Representative and the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (**Conduct Regulations**) do not apply, they shall be entitled to do so provided that the Client:
  - 6.1.1. notifies CSR forthwith in writing specifying the annual or annualised gross Remuneration that the Client proposes to pay to (or for the services of) the Representative, and the Client shall pay to CSR the Transfer Fee within the Payment Terms; or
  - 6.1.2. notifies CSR following the end of the Quarantine Period whereupon no further payment to CSR is required.



6.2. If the Client wishes to directly or indirectly Engage a Representative and the Conduct Regulations do apply, they shall be entitled to do so provided that the Client;

6.2.1 notifies CSR forthwith in writing specifying the annual or annualised gross Remuneration that the Client proposes to pay to (or for the services of) the Representative and the Client shall pay to CSR the Transfer Fee within the Payment Terms;

6.2.2 prior to the end of the Assignment, the Client must notify CSR in writing, specifying that it intends to utilise the Extended Period of Hire option. Failure by the Client to comply with this clause will mean that the Transfer Fee is due and payable in accordance with the relevant period as contained within the regulation 10 of the Conduct Regulations.

6.3 Where CSR has Introduced a Contractor/Representative for the purposes of an Assignment with the Client which does not immediately result in the Assignment with the Client, but which later becomes an Engagement of the Contractor/Representative by the Client within 12 months from the date of Introduction, the Client shall immediately notify CSR of that Engagement, and shall be liable to pay the Introduction Fee to CSR, no matter how the Contractor/Representative is or has been Engaged.

6.4 The Client acknowledges and agrees that where it fails to notify CSR of the actual Remuneration/fees it intends to pay the Contractor/Representative, CSR shall be entitled to base the calculation of the Transfer Fee on comparable market rates for similar roles.

6.5 Without prejudice to CSR's rights in this contract or in law, in the event the Client fails to comply with either clause 6.1 or 6.3 and Engages the Contractor or Representative without notifying CSR, the Client shall pay an Introduction Fee/Transfer Fee to CSR in the sum of either: (i) 12 weeks multiplied by the final anticipated Client weekly charge rate, pre-supply Introduction or 12 weeks multiplied by the final Client charge rate paid to CSR post-supply, or (ii) £30,000, whichever is the greater, and make such payment within 7 days of the date of invoice issued by CSR in respect of this clause. For the avoidance of doubt, no rebates or refunds will be paid by CSR in relation to this clause 6.5.

## **7. Time Recording relating to Contractor Services**

7.1. The Client shall approve the Worksheet within two working days verifying the number of hours/days worked by the Representative during the applicable week of the Assignment.

7.2. Approval of the Worksheet by the Client is confirmation of the number of hours/days worked by the Representative and constitutes acceptance that the Contractor Services have been provided in accordance with these Terms. Failure to approve the Timesheet does not waive the Client's obligation to pay the charges in respect of the hours worked and/or services provided.

7.3. In accordance with clause 2.3, approval of the Worksheet by the Client is deemed confirmation that the Client has accepted these Terms.

7.4. If the Client is unable to approve a Worksheet (or other agreed method of verification of hours/days) produced for authentication by the Representative because the Client disputes the amount of time claimed, then the Client shall notify CSR within two working days from presentation of the claimed hours/days for verification and shall co-operate fully and in a timely fashion with CSR, including providing documentary evidence of the hours/days worked by the Representative, to enable CSR to establish what periods of time, if any, the Representative worked.

7.5. The Client shall not be entitled to decline to approve a Worksheet on the basis that it is dissatisfied with the work performed by the Representative. In cases of unsuitable work, the Client should apply the provisions of clause 8.2 or 8.3 below.

7.6. Where a Timesheet has not been approved by the Client, this does not affect the Client's obligation to pay CSR in respect of the Contractor Services provided by the Contractor.

## **8. Termination**

8.1. These Terms and the Assignment may be terminated by either party by giving to the other immediate notice in the event that the other party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed.

8.2. The Client may, following discussions with CSR, terminate the Assignment by giving to CSR in writing the period of notice specified in the Assignment Confirmation Schedule.

8.3. Notwithstanding the provisions of clause 8.2, the Client may terminate the Assignment forthwith by notice in writing to CSR where:

8.3.1. The Contractor/Representative is in wilful or persistent breach of its obligations; or

8.3.2. The Client reasonably believes that the Contractor/Representative has not observed any condition of confidentiality applicable to the Representative from time to time; or

8.3.3. The Contractor/Representative proves to be unsatisfactory to the Client, and/or in the event of substantial non-performance of or serious misconduct by the Representative, subject to supporting evidence.

8.4. CSR may terminate the Assignment for convenience by giving to the Client in writing the period of notice specified in the Assignment Confirmation Schedule.

8.5. Notwithstanding the provisions of clause 8.4, CSR may terminate an Assignment forthwith by notice in writing and without liability;

8.5.1. If the Client is in wilful or persistent breach of its obligations under these Terms; or

8.5.2. if the Client has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation) or has a county court judgement entered against it; or



- 8.5.3. if the Client fails to make payment within the Payment Terms or where CSR has reasonable grounds to believe the Client will not pay CSR 's invoice within the Payment Terms; or
- 8.5.4. where the Contractor fails to serve to CSR any or adequate notice of termination and ceases (or intends to cease) to provide the Contractor Services to the Client. CSR shall use reasonable endeavours to provide a suitable Substitute Contractor in such circumstances.
- 8.6. The Client shall inform CSR in good time of any significant issues in relation to the Representative or where the Client is dissatisfied with any Representative in any respect.
- 8.7. When notice of termination of an Assignment is served by the Client, payment for each week of notice shall be based on the specified hours/days agreed and set out within the relevant area of the Assignment Confirmation Schedule or actual hours worked by the Representative, whichever is the greater. The Client agrees to make payment to CSR in accordance with clause 5 above irrespective of whether or not the Representative continues to provide the Contractor Services to the Client during this notice period.
- 8.8. In any event of termination of an Assignment pursuant to clause 8.3, CSR shall use reasonable endeavours to provide an alternative Contractor/Representative within fourteen days that in the reasonable opinion of CSR is suitable to perform the Contractor Services.
- 8.9. If the Assignment is terminated in accordance with clause 8.5.3 CSR will withdraw the services of the Contractor and the Representative and the Client will not be permitted to directly or indirectly Engage the Contractor or Representative. If the Client breaches this clause 8.9 a Transfer Fee will apply.
- 8.10. Notwithstanding clause 3.6, CSR may, at its absolute discretion and at any time, terminate the Assignment upon immediate notice where, in the opinion of CSR, the Contractor and/or the Representative is no longer suitable to provide services.
- 8.11. Following termination or expiry of these Terms or an Assignment, howsoever arising, shall be without prejudice to the rights or remedies of CSR under these Terms or at law and will not affect any accrued rights or liabilities of CSR prior to the date of termination.
- 8.12. Following termination or expiry of these Terms or of an Assignment, howsoever arising, the provisions contained within clauses 1, 2, 4.2, 5.1, 5.2, 5.3, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 6, 9, 10, 11, 12, 13, 14, and 15 shall continue in full force and effect.

## **9. Liability and Indemnity**

- 9.1. Except as expressly provided in these Terms, and save as required by law, this clause 9 sets out the entire financial liability of CSR (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
  - 9.1.1. any breach of these Terms;
  - 9.1.2. any use made by the Client of the Contractor Services or any part of them; and
  - 9.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.
- 9.2. Except as expressly and specifically provided in these Terms:
  - 9.2.1. The Client assumes sole responsibility for results obtained from the use of the Contractor Services by the Client, and for conclusions drawn from such use;
  - 9.2.2. CSR shall have no liability for any damage caused by errors or omissions in any information, instructions or the Client data provided to CSR or provided to the Representative by the Client in connection with the Contractor Services, or for any actions taken by CSR or by the Representative at the Client's direction; and
  - 9.2.3. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 9.3. Save where required by law, CSR shall not be liable for:
  - 9.3.1. failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control;
  - 9.3.2. any acts or omissions of the Contractor or of the Representative or any failure on the part of the Contractor/Representative to render services or for any negligence (whether wilful or otherwise), dishonesty, fraud, misconduct or for lack of skill of the Contractor/Representative or if the Contractor terminates the Assignment for any reason;
  - 9.3.3. any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect, or consequential loss costs, damages, charges or expenses however arising; and
  - 9.3.4. any loss or destruction or damage to any media and/or the Client Data and/or the Client Property.
- 9.4. The Client shall indemnify and keep indemnified CSR against any costs, claims or liabilities incurred directly or indirectly by CSR arising out of or in connection with these Terms including (without limitation) as a result of:
  - 9.4.1. any breach by the Client, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).
- 9.5. Save where stated otherwise, the Contractor is engaged under contract for services and the Representative is not the employee of CSR.
- 9.6. CSR shall not be liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of CSR 's performance or failure to perform any of its obligations in these Terms.



- 9.7. Nothing in these Terms excludes the liability of the Parties for death or personal injury caused by the other Party's negligence or for fraud or fraudulent misrepresentation.
- 9.8. Save as required by law, the sole aggregate liability of CSR to the Client arising from or in connection with these Terms shall be limited to £10,000.

## 10. Confidentiality

- 10.1. Except to the extent set out in this clause 10, or where disclosure is expressly permitted elsewhere these Terms, each Party shall treat the other Party's confidential information as confidential and not disclose the other Party's confidential information to any other person without the other Party's prior written consent.
- 10.2. Clause 10.1 shall not apply to the extent that –
- 10.2.1. such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure;
  - 10.2.2. such information was obtained from a third party without obligation of confidentiality;
  - 10.2.3. such information was already in the public domain at the time of disclosure otherwise than through a breach of these Terms; 10.2.4. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body; or
  - 10.2.5. such information was independently developed without access to the other Party's confidential information.
- 10.3. The Client procures that it shall not disclose (howsoever arising) to the Contractor/Representative or any third party, any details relating to the charges/fees agreed in relation to these Terms and shall take all necessary measures to prevent any such disclosure.
- 10.4. The Client shall not without the prior written consent of a Director of CSR provide any information in respect of a Contractor/Representative to any third party whether for employment purposes or otherwise save where reasonably necessary for the purposes of effecting an Assignment.

## 11. Data Protection Legislation

- 11.1. Without prejudice to any other right or remedy either party may have, both parties shall indemnify, keep indemnified and hold harmless on a continuing basis the other party, and each of its officers, employees and agents in full from and against all claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation, whether arising in tort (including without limitation negligence), in contract or otherwise whether or not such losses were foreseeable or foreseen at the date of these Terms and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses), suffered or incurred by the other party arising out of or in connection with any breach of the terms of this clause 12 by a party, its personnel and/or any third party to whom the party has transferred personal data.
- 11.2. Both CSR and the Client will comply with all applicable requirements of the Data Protection Legislation and shall not, by act or omission, place the other party in breach of any Data Protection Legislation.
- 11.3. CSR and the Client acknowledge that for the purposes of the Data Protection Legislation, both CSR and Client is a Data Controller, but they are not joint controllers unless a specific agreement is made to that effect between the parties.
- 11.4. CSR will use all reasonable endeavours to ensure that it has all necessary consents and notices in place to ensure a lawful transfer of Personal Data to the Client for the purposes of these Terms.
- 11.5. Both CSR and the Client shall ensure it has lawful processing grounds to process the Personal Data once transferred and shall only process a Contractor's/Representative's Personal Data for the agreed purposes for which an Introduction was made. Where CSR is required to transfer Personal Data to the Client for the purposes of these Terms, the Client shall use all reasonable endeavours to ensure that it has all necessary consents and notices in place to ensure the lawful transfer of that Personal Data.
- 11.6. Both CSR and the Client shall ensure that:
- (a) they take all appropriate technical and organisational measures to ensure a level of security for the Personal Data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data, addressing appropriately encryption of personal data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, and regularly evaluating the effectiveness of their security measures.
  - (b) all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - (c) the data subject has enforceable rights and effective legal remedies;
  - (d) they provide reasonable assistance to the other party in responding to any request from a data subject and in ensuring compliance with their respective obligations under the Data Protection Legislation with respect to data subject access requests and other data subject rights, data security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (e) inform the other party immediately (and in any event within 48 hours) if at any time: (i) there is a breach or suspected breach of security in relation to any Personal Data which is subject to these Terms; (ii) any such Personal Data is or is suspected to be used, disclosed



to or accessed by a third party except in accordance with these Terms; or (iii) any such Personal Data is lost, corrupted, destroyed or otherwise rendered unusable; and (f) they maintain complete and accurate records and information to demonstrate their compliance with their obligations in respect of Personal Data under these Terms.

## 12. Publicity

12.1. There may be occasions when CSR would like to make known that it has provided services to the Client in a particular marketplace. For the avoidance of doubt, CSR will not disclose any confidential information about the Client's business or any particular transaction to any third party without the Client's prior written consent save where required by law or to CSR's professional advisors.

## 13. Non-Solicitation

13.1. Should the Client, during the term of the Terms or for a period of 12 months after its expiry or termination (howsoever arising):

13.1.1. employ or offer to employ, or enter into a contract for the services of any individual who was at any time during the Term an officer or an employee of CSR, or entice, solicit, or procure any such person to leave the employment of CSR (or attempt to do so) whether or not that person would commit any breach of contract in leaving such employment; or

13.1.2. procure or facilitate the making of any such offer or attempt by any other person;

then the Client shall pay to CSR the sum of fifteen thousand pounds (£15,000) in each instance and shall make such payment within 7 days of the date of invoice issued by CSR in respect of this clause.

## 14. General

14.1. These Terms shall be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

14.2. If any provision, clause, or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms shall remain in full force and effect to the extent permitted by law.

14.3. Any failure by CSR to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

14.4. The Client shall not assign these Terms without the prior written consent of CSR. For the avoidance of doubt, this restriction shall include any assignment to any subsidiary, associated company or member of the Client's group.

14.5. No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

14.6. The parties acknowledge that the Conduct Regulations may not necessarily apply to these Terms, nor does a Representative work or shall work under the control of the Client/Client's client.

14.7. The parties acknowledge that the AWR may not necessarily apply to these Terms, nor does the Representative work or shall work for and under the supervision and direction of the Client/Client's client.

14.8. The Client acknowledges that CSR's own staff are employed under a Contract of Employment which contains restrictions prohibiting them from working with CSR's Clients for 6 months after their employment is terminated which is an industry standard. The Client warrants that if an ex-staff member of CSR approaches the Client during this restriction period that the Client will not allow the CSR ex-staff member to provide a similar service to the Client as CSR.

## 15. Notices

15.1. Any notice required to be given under these Terms (including the delivery of any Timesheet or invoice) shall be delivered by hand, sent by facsimile, e-mail or prepaid first-class post to the recipient at its fax number or address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

15.2. Notices in connection with these Terms shall be deemed to have been given and served:

15.2.1. if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery;

15.2.2. if sent by facsimile or by e-mail, at the time of despatch if despatched on a business day before 5.00pm or in any other case at 10.00am on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the authorised recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or

15.2.3. if sent by prepaid first-class post, 48 hours from the time of posting.

15.3. For the avoidance of doubt and for the purpose of this clause 15.2, a "business day" shall mean any day excluding Saturday, Sunday, and public holidays.



**16. Intellectual Property Rights**

- 16.1 All copyright, trademarks, patents, and other intellectual property rights deriving from the provision of the Services by the Contractor or any third party to whom the Contractor Services are assigned or sub-contracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Contractor and set out in the Assignment Confirmation Schedule. Accordingly, CSR shall use its reasonable endeavours to ensure that the Contractor shall (and any Representative shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.
- 16.2 CSR shall endeavour to procure that the Contractor does hereby assign to the Client or to CSR for onward transfer to the Client where directed to do so, all present and future Intellectual Property Rights, in any works and inventions, produced by the Contractor in connection with an Assignment under this Agreement, and that the aforementioned rights shall vest in and remain the property of Client throughout the world free from any interest of the Contractor, the Contractor or any third party or parties.
- 16.3 CSR shall endeavour to procure that the Contractor will do anything, that the Client may reasonably require in order to effectively vest such rights in the Client (or to CSR for onward transfer to the Client, where directed so to do) or such third party as the Client specifies or to evidence the same (whether before or after the termination of these Terms).
- 16.4 CSR acknowledges and agrees, and shall procure that the Contractor acknowledges and agrees, that the Client retains ownership of all Intellectual Property rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data and other information provided to or provided by the Contractor in relation to an Assignment. For the avoidance of doubt, the Client will not be deemed to have granted the Contractor or the Representative any licence to use the documents or other material and data or other information other than solely for the purposes of the relevant Assignment.
- 16.5 CSR will, and shall endeavour to procure that Contractor will, promptly disclose to Client and to CSR any idea, method, invention, discovery, design, concept, or other work made or created by the Contractor in relation to Services provided during an Assignment.
- 16.6 CSR shall endeavour to procure the Contractor warrants that the Services provided are not in breach of the intellectual property rights of any third party.

FOR AND ON BEHALF OF CSR

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

FOR AND ON BEHALF OF THE CLIENT

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_