

# **PGGBR Limited Terms of Business v14.3**

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# PGGBR Limited Terms of Business for the Provision of Permanent Recruitment Services v14.3

## 1. Definitions

1.1. In these terms of business, the following definitions shall apply -

<b>"Candidate"</b>	means the person or company introduced by Premier to the Client including, but not limited to, any officer or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of Premier's own staff;
<b>"Client"</b>	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 Premier introduces or supplies the Candidate/Contractor/Representative;
<b>"Conduct Regulations"</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);
<b>"Data Protection Regulations"</b>	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);
<b>"Engagement"</b>	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 Premier's knowledge or consent)) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement, or through any other engagement directly or through a limited company of which the Candidate/Representative is an officer or employee or through a limited liability partnership of which the Candidate/Representative is a member or employee, or indirectly through another employment business or company which holds itself out as such, and <b>"Engage"</b> , <b>"Engages"</b> and <b>"Engaged"</b> shall be construed accordingly;
<b>"Introduced"</b>	means - <ol style="list-style-type: none"><li>The Client's request to interview a Candidate in person, by telephone or video; or</li><li>the passing to the Client of a curriculum vitae or other information which identifies a Candidate;</li></ol> whichever is earlier and <b>"Introduces"</b> and <b>"Introduction"</b> shall be construed; accordingly.
<b>"Introduction Fee"</b>	means as set out within the Fees Schedule;
<b>"Payment Terms"</b>	14 days of the date of the invoice;
<b>"Perm Services"</b>	means the recruitment services performed by Premier relating to the introduction of persons for the purpose of direct employment with the Client;
<b>"Personal Data"</b>	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;
<b>"Premier"</b>	means PGGBR Limited (company number 16591324) incorporated in England whose registered offices are at 1 <sup>st</sup> Floor, The Blade, Abbey Square, Reading, RG1 3BD;
<b>"Remuneration"</b>	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 will be added to the salary in order to calculate Premier's fees;
<b>"Retained Fee"</b>	means the payment structure for the Introduction Fee as set out within the Fees Schedule;
<b>"Terms"</b>	means these terms of business together with the Fees Schedule.

## 2. These Terms

- For the purposes of these Terms, Premier acts as an employment agency as defined within the Conduct Regulations when providing Perm Services.
- These Terms 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.
- 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.
- 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 Candidate or (b) the passing of information about the Candidate by the Client to any third party or (c) the Client's interview or request to interview a Candidate 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 Timesheet relating to services rendered by a Representative. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work as that for which the Introduction was originally affected.
- Where there is a conflict of provisions between these Terms and the Fees Schedule, then the Fees Schedule shall take precedence.
- No variation to these Terms shall be valid unless approved in writing by a Director of Premier.

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- 2.7. Whereupon the Client authorises Premier to act on its behalf in seeking Candidates (whether verbally or in writing) and, if the Client so requests, shall advertise for Candidates through such additional methods as are agreed with the Client at the Client's exclusive cost.

### **3. Obligations and provisions relating to Perm Services**

- 3.1. Premier shall use reasonable endeavours to introduce Candidates to the Client who meet the Client's requirements and shall take steps to ascertain that the information provided by Premier to the Client in respect of the Candidate is accurate. Premier accepts no responsibility in respect of matters outside its knowledge and the Client must satisfy itself as to the suitability of the Candidate.
- 3.2. The Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or Premier before engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, checks relating to criminal convictions including criminal records checks as may be required, qualifications or permission required by law of the country in which the Candidate is engaged to work and any other checks the Client may require.
- 3.3. To enable Premier to comply with its legal obligations the Client undertakes to provide to Premier details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.
- 3.4. The Client agrees-
- 3.4.1. to notify Premier as soon as possible (and in any event, not later than 7 days of the date of the offer or of the date the Engagement takes effect, whichever is earlier) of any offer of an Engagement which it makes to the Candidate; and
- 3.4.2. to notify Premier immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Candidate; and
- 3.4.3. to pay Premier in accordance with the Payment Terms.

### **4. Client Undertakings**

- 4.1. The Client shall not, and shall not seek to cause Premier to, unlawfully discriminate in relation to the services provided by Premier to the Client in connection with these Terms and shall disclose any and all information requested by Premier in the event a Candidate makes a complaint to Premier.
- 4.2. The Client undertakes to notify Premier immediately of its intention to: Engage a Candidate Introduced by Premier; or otherwise Engage directly or indirectly a Candidate; or Engage a Candidate 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 Premier in the foregoing events and the Client further acknowledges clause 5.14.
- 4.3. The Client agrees and warrants that it shall not seek to obtain or to obtain (by whatever means including the use of social media) contact details of a Candidate Introduced to it by Premier, other than from Premier. Where appropriate, such details shall be provided by Premier upon written confirmation of the Client's intent to Engage the Candidate.
- 4.4. The Client shall allow and reasonably assist Premier in complying with its legal obligations regarding the introduction of the Candidates in relation to the services hereunder.
- 4.5. The Client warrants and undertakes that all information it provides to Premier under these Terms shall be true and accurate.

### **5. Charges and Invoicing**

- 5.1. Premier shall charge the Client and the Client agrees to pay the Introduction Fee (subject to a minimum fee of £6,000, six thousand pounds sterling) set out within the Fees Schedule in relation to any, offer of Engagement by or on behalf of the Client (whether directly or indirectly), which is accepted by the Candidate, following an Introduction in relation to clause 3 by or through Premier, within a period of 12 months from the date of the Introduction.
- 5.2. Introductions of Candidates are confidential. If the Client discloses to a third party any details regarding a Candidate 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 Premier's Introduction Fee with no entitlement to any refund.
- 5.3. Where a Retained Fee payment structure has been agreed between Premier and the Client, the Introduction Fee is payable in stages (as set out within the Fees Schedule) and the Client acknowledges and agrees that Premier shall render an invoice to the Client at each stage. Where Remuneration has been estimated, Premier will adjust the final sum invoiced to take account of the actual Remuneration offered by the Client to the Candidate.
- 5.4. Without prejudice to clauses 5.2 and 5.8, in the event the Client subsequently withdraws, for whatever reason, an offer of employment (whether permanent or fixed-term) that has been made to the Candidate, then the Client agrees to pay Premier 50% of the fee.
- 5.5. Except in the circumstances set out in clauses 5.2, 5.3 and 5.4 no fee is incurred by the Client until the Candidate accepts an offer of an Engagement for the benefit of the Client; whereupon Premier will render an invoice to the Client.
- 5.6. Where the amount of the actual Remuneration of the Engaged Candidate is not known, Premier will charge a fee calculated in accordance with the Standard Fees Schedule based on the maximum level of Remuneration applicable for the position in which the Candidate has been (or shall be) Engaged with regard to any information supplied to Premier by the Client and/or comparable positions in the market generally.
- 5.7. Costs incurred by Premier at the Client's written request in respect of advertising or any other additional cost, will be charged to the Client in addition to any applicable fees, and such charges will be payable whether or not a Candidate is Engaged or commences Assignment.
- 5.8. All invoices will be deemed to be accepted in full by the Client unless the Client notifies Premier 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 Premier 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 Premier in order to resolve the dispute as quickly as possible.
- 5.9. If the Payment Terms are not adhered to Premier has the right to withdraw any agreed discounts of Introduction Fees and may reinvoice at Premier's standard Introduction Fees.
- 5.10. VAT shall be payable on charges/fees where applicable.
- 5.11. The Client agrees that the terms and conditions contained within clauses 5.1, 5.2, 5.3, 5.4, 5.7 and as set out within the Fees Schedule is fair and reasonable.

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- 5.12. The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Premier under these Terms.
- 5.13. Without prejudice to clause 8.4, Premier 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.
- 5.14. Without prejudice to Premier's rights in this contract or in law, in the event the Client fails to comply with –
- 5.14.1. clauses 3.4.1 and 3.4.2 and Engages a Candidate without making payment in full of Premier's invoice pursuant to clause 5.1; or
- 5.14.2. clause 5.2 and fails to pay Premier's invoice for the Introduction Fee, then the Client acknowledges and agrees to pay a fee to Premier in the sum of £30,000 and shall make such payment within 7 days of the date of invoice issued by Premier in respect of this clause..

## 6. Rebates

- 6.1. If the Client qualifies for a rebate in accordance with clause 6.2, and if the Candidate's employment is terminated by the Client or the Candidate within the time periods specified within the Rebate Table in the Fees Schedule, the Client shall be entitled to a replacement Candidate or (at the absolute discretion of Premier) a rebate of a proportion of the Introduction Fee paid in accordance with the Rebate Table.
- 6.2. The following conditions must be met in order for the Client to qualify for a rebate:
- 6.2.1. the Client must notify Premier that the Candidate's employment has ended within 7 days of the date of termination or within 7 days of notice being given or received to terminate; whichever is earlier;
- 6.2.2. Premier's invoice/s for the introduction fee relating to the Candidate must have been settled in cleared funds within the Payment Terms;
- 6.2.3. the Candidate's employment is not terminated by reason of redundancy, re-organisation or change in strategy of the Client;
- 6.2.4. the Candidate did not leave the employment as a result of the role being different to that of the role offered by the Client prior to employment;
- 6.2.5. the Candidate did not leave the employment as a result of unlawful discrimination or other unlawful acts against the Candidate;
- 6.2.6. the Client did not end the Candidate's employment in circumstances such that the Candidate would be likely to succeed in a claim of unfair dismissal (and, for the purposes of this sub-clause, the Candidate's length of service shall be treated as being at least two years); and
- 6.2.7. the Candidate was not at any time in the 12 months prior to the start date, employed or engaged (whether on a permanent or contract basis) by the Client or any associated company of the Client.
- 6.3. If at any time during a period of 12 months following the termination the Client chooses to re-engage the Candidate, whether on a permanent or contract basis, any rebate paid to the Client under clause 6.1 shall be immediately repayable to Premier.
- 6.4. No rebates or refunds will be paid by Premier in relation to clause 5.2.
- 6.5. Where Retained Fees apply and subject always to clause 6.2, stage 1 and 2 payments are non-refundable and any rebate due shall be calculated in accordance with the Rebate Table in the Fees Schedule.

## 7. Termination

- 7.1. These Terms and Assignment may be terminated by Premier by giving immediate notice in the event that the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed.
- 7.2. 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, 5.4, 5.5, 5.6, 5.8, 5.9, 5.10, 5.12, 5.13, 6.3, 9, 10, 11, 12, 13, 14, and 15 shall continue in full force and effect.

## 8. Liability and Indemnity

- 8.1. Except as expressly provided in these Terms, and save as required by law, this clause 8 sets out the entire financial liability of Premier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of -
- 8.1.1. any breach of these Terms;
- 8.1.2. any use made by the Client of the Services; and
- 8.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.
- 8.2. Except as expressly and specifically provided in these Terms -
- 8.2.1. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 8.3. Save where required by law, Premier shall not be liable for-
- 8.3.1. liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control
- 8.3.2. 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;
- 8.3.3. 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
- 8.3.4. any loss or destruction or damage to any media and/or the Client Data and/or the Client Property.
- 8.4. The Client shall indemnify and keep indemnified Premier against any costs, claims or liabilities incurred directly or indirectly by Premier arising out of or in connection with these Terms including (without limitation) as a result of -
- 8.4.1. any breach of these Terms by the Client (including its employees, subcontractors and agents); and
- 8.4.2. 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).
- 8.5. Save where stated otherwise, the Contractor is engaged under contract for services and the Representative is not the employees of Premier.
- 8.6. Premier 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 Premier's performance or failure to perform any of its obligations in these Terms.
- 8.7. 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.
- 8.8. Save as required by law, the sole aggregate liability of Premier to the Client arising from or in connection with these Terms shall be limited to £10,000.

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## 9. Confidentiality

- 9.1. Except to the extent set out in this clause 9, 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.
- 9.2. Clause 9.1 shall not apply to the extent that -
- 9.2.1. such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure;
  - 9.2.2. such information was obtained from a third party without obligation of confidentiality;
  - 9.2.3. such information was already in the public domain at the time of disclosure otherwise than through a breach of these Terms;
  - 9.2.4. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body; or
  - 9.2.5. such information was independently developed without access to the other Party's confidential information.
- 9.3. The Client procures that it shall not disclose (howsoever arising) to any third party, any details relating to the fees agreed in relation to these Terms and shall take all necessary measures to prevent any such disclosure.

## 10. Data Protection Act

- 10.1 Both Premier 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.
- 10.2 Premier and the Client acknowledge that for the purposes of the Data Protection Legislation, both Premier and Client is a Data Controller, but they are not Joint Controllers unless a specific agreement is made to that effect between the parties.
- 10.3 Premier 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.
- 10.4 Both Premier and the Client shall ensure it has lawful processing grounds to process the Personal Data once transferred and shall only process a Candidate's Personal Data for the agreed purposes for which an Introduction was made. Where Premier 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.
- 10.5 Both Premier 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.

## 11. Publicity

- 11.1. There may be occasions when Premier would like to make known that it has provided services to the Client in a particular marketplace. The Client hereby consents to Premier publicising this by whatever means it deems appropriate. For the avoidance of doubt, Premier 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 Premier's professional advisors.

## 12. Non-Solicitation

- 12.1. Should the Client, during the term of the Terms or for a period of 12 months after its expiry or termination (howsoever arising) -
- 12.1.1. 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 Premier, or entice, solicit or procure any such person to leave the employment of Premier (or attempt to do so) whether or not that person would commit any breach of contract in leaving such employment; or
  - 12.1.2. procure or facilitate the making of any such offer or attempt by any other person, the Client shall pay to Premier the sum fifteen thousand pounds (£15,000) in each instance and shall make such payment within 7 days of the date of invoice issued by Premier in respect of this clause.

## 13. General

- 13.1. 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.
- 13.2. 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.
- 13.3. Any failure by Premier 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.

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- 13.4. The Client shall not assign these Terms without the prior written consent of Premier. For the avoidance of doubt, this restriction shall include any assignment to any subsidiary, associated company or member of the Client's group.
- 13.5. 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.
- 13.6. The parties acknowledge that the Conduct Regulations may not necessarily apply to these Terms nor does Representative works or shall work under the control of the Client/End User.
- 13.7. The Client acknowledges that Premier's own staff are employed under a Contract of Employment which contains restrictions prohibiting them from working with Premier'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 Premier approaches the Client during this restriction period that the Client will not allow the Premier ex-staff member to provide a similar service to the Client as Premier.

#### **14. Notices**

- 14.1. Any notice required to be given under these Terms (including the delivery of any 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).
- 14.2. Notices in connection with these Terms shall be deemed to have been given and served,
  - 14.2.1. 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;
  - 14.2.2. 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
  - 14.2.3. if sent by prepaid first-class post, 48 hours from the time of posting.
- 14.3. For the avoidance of doubt and for the purpose of clause 14.2, a "business day" shall mean any day excluding Saturday, Sunday and public holidays.

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## Fees Schedule

For the avoidance of doubt, a fee will be due to Premier from the Client in the event any Candidate Introduced by accepts an offer of Engagement from the Client (or where an offer of Engagement is made by a third party for the benefit of the Client and accepted by the Candidate) and in the event the Client introduces a Candidate to a third party who subsequently offers an Engagement to that Candidate which is accepted.

### Fees Relating to Permanent/Fixed Term

#### **Introduction Fee**

The following sets out the fee payable by the Client where a Candidate was Introduced by Premier for the purposes of fixed-term or permanent employment by the Client. The fee shall be calculated as a percentage (as set out in the table below) of the Candidate's Remuneration applicable during the first 12 months of the Engagement, subject in all cases to a minimum fee of £6,000 (six thousand pounds sterling) ("**Minimum Fee**").

<b>STANDARD INTRODUCTION FEE</b>	
<b>Percentage payable as the Fee</b>	
	25%

If the employment is for a fixed term of less than 12 months, the applicable fee (as calculated in above table) will apply pro-rata subject in any event to the Minimum Fee.

#### **Rebates**

Rebates only apply to the Candidates Introduced for the purpose of employment by the Client on a permanent basis and are subject to the conditions set out in clause 6.

<b>REBATE TABLE</b>	
<b>Duration of Employment by the Client</b>	<b>Percentage of Introduction Fee to be rebated</b>
0 to 2 weeks	100%
3 to 4 weeks	50%
5 to 6 weeks	25%
Over 6 weeks	0%

**Please note that stage 1 and 2 Retained Fee payments are non-refundable and therefore shall be excluded from the Introduction Fee used to determine rebate due in this table.**



# PGGBR Ltd Terms of Business for the Provision of Contract Services v14.3

## 1. Definitions

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

<b>"Assignment"</b>	means the period during which a Representative renders Representative Services to the Client;								
<b>"Assignment Confirmation Schedule"</b>	means the document given by Premier to the Client confirming the details relating to an Assignment and Representative Services in a format similar to the example attached as Schedule 1 to these Terms;								
<b>"Client"</b>	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 Premier Introduces or supplies the Candidate/Contractor/Representative;								
<b>"Contractor"</b>	means the company who has been Introduced by Premier to the Client and provides the Representative to render services to the Client under these Terms;								
<b>"Contractor Services"</b>	means work/task to be performed by the Representative as set out within Assignment Confirmation Schedule;								
<b>"Data Protection Regulations"</b>	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);								
<b>"Deemed Employment"</b>	an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies.								
<b>"Engagement"</b>	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 Premier's knowledge or consent)) on a permanent or temporary basis, and "Engage", "Engages" and "Engaged" shall be construed accordingly;								
<b>"Extended Period of Hire"</b>	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 Premier, 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: <table><thead><tr><th><i>Duration of the Agreement</i></th><th><i>Extended Period of Hire</i></th></tr></thead><tbody><tr><td><i>Between 0-6 months</i></td><td><i>9 months</i></td></tr><tr><td><i>Between 6-12 months</i></td><td><i>6 months</i></td></tr><tr><td><i>Greater than 12 months</i></td><td><i>3 months</i></td></tr></tbody></table>	<i>Duration of the Agreement</i>	<i>Extended Period of Hire</i>	<i>Between 0-6 months</i>	<i>9 months</i>	<i>Between 6-12 months</i>	<i>6 months</i>	<i>Greater than 12 months</i>	<i>3 months</i>
<i>Duration of the Agreement</i>	<i>Extended Period of Hire</i>								
<i>Between 0-6 months</i>	<i>9 months</i>								
<i>Between 6-12 months</i>	<i>6 months</i>								
<i>Greater than 12 months</i>	<i>3 months</i>								
<b>"Introduced"</b>	means - <ol style="list-style-type: none"><li>The Client's request to interview a Candidate in person, by telephone or video; or</li><li>the passing to the Client of a curriculum vitae or other information which identifies a Candidate;</li></ol> whichever is earlier and "Introduces" and "Introduction" shall be construed; accordingly.								
<b>"Intellectual Property Rights"</b>	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.								
<b>"Off-Payroll"</b>	means Chapter 10 Part 2 of Income Tax (Earnings and Pensions) Act 2003								
<b>"Payment Terms"</b>	14 days of the date of the invoice;								
<b>"Personal Data"</b>	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;								
<b>"Premier"</b>	means PGGBR Limited (company number 16591324) acting as an employment business incorporated in England whose registered offices are at 1st Floor, The Blade, Abbey Square, Reading, RG1 3BD								
<b>"Quarantine Period"</b>	means in respect of a Representative the period of 12 months following the end of the Assignment of that Representative;								
<b>"Remuneration"</b>	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								

### Premier Group

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PGGBR Limited, Registered in England & Wales No. 16591324, VAT No. 497 5845 20  
V14.3 09-25

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 Premier's fees;

<b>"Representative"</b>	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 Representative Services;
<b>"Substitute"</b>	a substitute for the Contractor appointed under the terms of clause 3.6
<b>"Terms"</b>	means these terms of business together with any Assignment Confirmation Schedules issued pursuant to these terms of business;
<b>"Transfer Fee"</b>	means 25% of base annual salary plus all taxable emoluments or (where applicable) of annualised anticipated contractor charge rate or £30,000 whichever is the greater.
<b>"Worksheet"</b>	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; and

## 2. These Terms

- 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.
- 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
- 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 Timesheet 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.
- No variation to these Terms shall be valid unless approved in writing by a Director of Premier.
- Save as otherwise stated in these Terms, Premier, 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 Services/Representative Services and provided there is no conflict of interest.

## 3. Obligations and provisions relating to Contractor Services

- Premier shall use reasonable endeavours to introduce Contractors or Representatives to the Client who meet the Client's stated requirements.
- Where Premier and the Client have agreed that Premier will supply the Client with the services of a particular Contractor and/or Representative (as is applicable), Premier 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 Representative Services, notice periods and any other relevant details communicated and agreed between the parties.
- Premier 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 Representative 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.
- To enable Premier to comply with its legal obligations the Client undertakes to confirm in writing to Premier information including (without limitation), the date upon which the Contractor is required to commence the provision of Representative 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 Representative Services; any experience, training, qualifications, professional body authorisations the Client requires the Representative to possess to provide the Representative 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 Premier.
- The Client acknowledges that the Contractor shall be permitted to determine how it will provide the Services and will have the flexibility to determine the number of hours required and the times worked, to complete the 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.
- 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 and the Contractor shall be entitled to assign or sub-contract the performance of the Services (**Substitute**) provided that Premier 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 Premier and further, that any person to whom the performance of the Services has been assigned or sub-contracted has opted out of the Conduct Regulations.
- 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 Premier from and against all loss or

liability suffered or incurred by Premier 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. Premier may replace the Representative with another suitably qualified Representative with immediate effect at its absolute discretion.
- 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.
  - the Client or Client's clients 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 Premier to, unlawfully discriminate in relation to the services provided by Premier to the Client in connection with these Terms and shall disclose any and all information requested by Premier in the event a Representative makes a complaint to Premier.
- 4.2. The Client undertakes to notify Premier immediately of its intention to: Engage a Contractor or Representative Introduced by Premier; or extend an Assignment of or otherwise Engage directly or indirectly a Contractor and/or the Representative Introduced or supplied by Premier; or 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 Premier in the foregoing events and the Client further acknowledges clause 6.4.
- 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 (**Deemed Employment**) or outside (**Off-Payroll**) of IR35 and provide Premier with a status determination statement. Where the Assignment is deemed to fall under Off-Payroll rules, Premier 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 Premier all such information and documentation as it may reasonably require from time to time the Client's determination whether the Engagement is Deemed Employment and, if the Client does so determine Deemed Employment, it shall provide such determination to Premier in order to comply with any obligation on Premier to deduct and account for tax or national insurance contributions from the fees due under the Schedule 1.
- 4.6. The Client shall, promptly inform Premier 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 Premier reserves the right to amend the terms of these 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 in clause 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. Conduct Regulations Opt Out Notice: In the event that the Client pursuant to its legal obligations makes a determination that IR35 does not apply to the Contractor and it has provided an SDS to that effect to the Representative and Premier, the Client will hold harmless and indemnify Premier in such matters where, in order Premier is not deemed in any way shape or form liable to treat the Representative as its employees for PAYE income tax, NIC and Apprenticeship Levy purposes.

#### 5. Charges and Invoicing

- 5.1. Premier shall charge the Client and the Client agrees to pay the Transfer 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 Premier, 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 Premier'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, Premier 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 agrees to pay Premier's charges for the Contractor Services and for the Representative Services as set out in the relevant Assignment Confirmation Schedule. The Client shall pay all reasonable business expenses incurred by the Representative in connection with the Assignment as may be agreed in writing with the Client. The Client acknowledges that Premier may raise invoices weekly in respect of this clause 5.4.
- 5.5. The Client agrees to pay Premier's charges in the events set out within clause 6.
- 5.6. Save as stated within clause 6.4, the Client agrees to make payment to Premier on presentation of Premier's invoice or at least within the Payment Terms.
- 5.7. All invoices will be deemed to be accepted in full by the Client unless the Client notifies Premier 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 Premier 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 Premier in order to resolve the dispute as quickly as possible.
- 5.8. VAT shall be payable on charges/fees where applicable.
- 5.9. The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Premier under these Terms.
- 5.10. Without prejudice to clause 9.4, Premier 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.

- 5.11. No rebates or refunds will be paid by Premier in relation to the Contractors, the Representatives 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 Premier 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 Premier the Transfer Fee within the Payment Terms
- 6.1.2. following the end of the Quarantine Period whereupon no further payment to Premier is required.
- 6.2. If the Client wishes to directly or indirectly Engage a Representative and the Conduct of Employment Agencies and Employment Business Regulations 2003 (“Conduct Regulations”) do apply, they shall be entitled to do so provided that the Client
- 6.2.1. Notifies Premier forthwith in writing specifying the annual or annualised gross Remunerations that the Client proposes to pay to (or for the services of) the Representative and the Client shall pay to Premier the Transfer Fee within the Payment Terms;
- 6.2.2. Prior to the end of the Assignment, the Client must notify Premier in writing, specifying that it intends to utilise the Extended Period of Hire option provided within Definition. Compliance failure by the Client with this clause will ensure the Transfer fee is due and payable.
- 6.3. Where Premier has Introduced a Representative for the purposes of the Assignment with the Client which does not immediately result in the Assignment with the Client but which later leads to an Engagement of the Representative by the Client within 12 months from the date of Introduction, the Client shall notify Premier of that Engagement and shall be liable to pay Transfer Fee to Premier;
- 6.4. The Client acknowledges and agrees that where it fails to notify Premier of the actual Remuneration/fees it intends to pay the Candidate/Representative, Premier shall be entitled to base the calculation of the Transfer Fee on comparable market rates for similar roles.
- 6.5. Without prejudice to Premier’s rights in this contract or in law, in the event the Client fails to comply with clause 6.1 and Engages a Representative, the Client acknowledges and agrees to pay a fee to Premier in the sum of £30,000 and shall make such payment within 7 days of the date of invoice issued by Premier in respect of this clause. For the avoidance of doubt, no rebates or refunds will be paid by Premier in relation to this clause 6.4.

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

- 7.1. The Client shall approve the Timesheet 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 Timesheet by the Client is confirmation of the number of hours/days worked by the Representative and constitutes acceptance that the Contractor Services and the Representative 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. Notwithstanding clause 2.3, approval of the Timesheet by the Client is deemed confirmation that the Client has accepted these Terms.
- 7.4. If the Client is unable to approve a Timesheet (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 Premier within two working days from presentation of the claimed hours/days for verification and shall co-operate fully and in a timely fashion with Premier, including providing documentary evidence of the hours/days worked by the Representative, to enable Premier to establish what periods of time, if any, the Representative worked.
- 7.5. In the event where the Client for whatever reason fails to approve a timesheet for the Contractor Services and the Contractor has submitted a legally valid timesheet to Premier, showing the work has been done/Services has been provided, the Client agrees it is liable for all Fees for all Services.
- 7.6. The Client shall not be entitled to decline to approve a Timesheet 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.

#### **8. Termination**

- 8.1. These Terms and Assignment may be terminated by Premier by giving immediate notice in the event that the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed.
- 8.2. The Client may terminate the Assignment by giving to Premier 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 Premier 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 unsatisfactory to the Client in the event of substantial non-performance of or serious misconduct by the Representative, subject to supporting evidence.
- 8.4. Premier may terminate the Assignment 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, Premier 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 Premier has reasonable grounds to believe the Client will not pay Premier’s invoice within the Payment Terms; or
- 8.5.4. where the Contractor fails to serve to Premier any or adequate notice of termination and ceases (or intends to cease) to provide the Representative Services to the Client. Premier shall use reasonable endeavours to provide a suitable substitute contractor in such circumstances.
- 8.6. The Client shall inform Premier 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 the greater. The Client agrees to make payment to Premier in accordance with clause 5 above irrespective of whether or not the Representative continues to provide the Representative Services to the Client during this notice period.

- 8.8. In any event of termination of an Assignment pursuant to clause 8.3, Premier shall use reasonable endeavours to provide an alternative Contractor/Representative within fourteen days that in the reasonable opinion of Premier is suitable to perform the Representative Services.
- 8.9. If the Assignment is terminated in accordance with clause 8.5.3 Premier 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, Premier may, at its absolute discretion and at any time, terminate the Assignment upon immediate notice where, in the opinion of Premier, 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 Premier under these Terms or at law and will not affect any accrued rights or liabilities of Premier 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 Premier (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 Services and/or the Representative 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 Services and/or the Representative Services by the Client, and for conclusions drawn from such use;
  - 9.2.2. Premier shall have no liability for any damage caused by errors or omissions in any information, instructions or the Client data provided to Premier or provided to the Representative by the Client in connection with the Representative Services, or for any actions taken by Premier 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, Premier shall not be liable for-
- 9.3.1. liable for 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 Premier against any costs, claims or liabilities incurred directly or indirectly by Premier arising out of or in connection with these Terms including (without limitation) as a result of -
- 9.4.1. any breach of these Terms by the Client (including its employees, subcontractors and agents); and
  - 9.4.2. 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 employees of Premier.
- 9.6. Premier 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 Premier'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 Premier 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 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 Premier provide any information in respect of a Candidate/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

- 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 rom 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 Premier 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. Premier and the Client acknowledge that for the purposes of the Data Protection Legislation, both Premier 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. Premier 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 Premier and the Client shall ensure it has lawful processing grounds to process the Personal Data once transferred and shall only process a Candidate's Personal Data for the agreed purposes for which an Introduction was made. Where Premier 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 Premier 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 Premier would like to make known that it has provided services to the Client in a particular marketplace. The Client hereby consents to Premier publicising this by whatever means it deems appropriate. For the avoidance of doubt, Premier 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 Premier'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 Premier, or entice, solicit or procure any such person to leave the employment of Premier (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, the Client shall pay to Premier the sum fifteen thousand pounds (£15,000) in each instance and shall make such payment within 7 days of the date of invoice issued by Premier 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 Premier 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 Premier. 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 Representative works or shall work under the control of the Client/End User.
- 14.7. The parties acknowledge that the AWR may not necessarily apply to these Terms nor does the Representative works or shall work for and under the supervision and direction of the Client/End User.
- 14.8. The Client acknowledges that Premier's own staff are employed under a Contract of Employment which contains restrictions prohibiting them from working with Premier'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 Premier approaches the Client during this restriction period that the Client will not allow the Premier ex-staff member to provide a similar service to the Client as Premier.

## 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 Schedule 1 to these Terms. Accordingly, Premier shall use its reasonable endeavours to ensure that the Contractor shall (and any relevant member of the 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 Premier shall endeavour to procure that the Contractor does, hereby assign to the Client or to Premier for onward transfer to the Client where directed to do so, all present and future Intellectual Property Rights, in the 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 Premier 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 Premier for onward transfer to the Client, where directed so to do) or such third party as the specifies or to evidence the same (whether before or after the termination of these Terms).
- 16.4 Premier 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 Premier will, and shall endeavour to procure that Contractor will, promptly disclose to Client and to Premier any idea, method, invention, discover, design, concept or other work made or created by the Contractor in relation to Services provided during an Assignment.
- 16.6 Premier shall endeavour to procure the Contractor warrants that the Services provided are not in breach of the intellectual property rights of any third party.

### Assignment Confirmation Schedule

This Assignment Confirmation Schedule forms part of the agreement between Premier and the Client.

<b>Client Information</b>	
Client Company Name	
Client Company Registered Address	
Client Company Registration Number	
Location/s where the Contractor's services are to be delivered	
Client Representative	
Contact Number for the Client Representative	
Invoicing Address (if different from above)	
<b>Contractor Information</b>	
Name of the Contractor Ltd/Umbrella Company	
Contractor Company Registration number	
Representative of the Contractor	
Description of the Representative Services	
Start Date of the Assignment	
End Date of the Assignment	
Mandatory qualifications experience, training, professional body authorizations	
Specific hours/days/time keeping requirements	
Notice period for the Client to terminate Assignment	
Notice period for Premier to terminate Assignment	
Conduct Regulations applicable to Assignment?	
<b>Charges Information</b>	
Premier Charge – standard hours	
Premier Charge – non-standard hours	
Call-out / additional fees / expenses	
<b>General Information</b>	
Terms and Conditions applicable	PGGBR Limited Terms of Business for the Provision of Recruitment Services v14.3
Agreed variations to the Terms and Conditions	
Special Conditions	
<p><b>By accepting this document through our online portal, you are agreeing to be bound by the terms and conditions detailed within it.</b></p>	