

Networking People UK Limited trading as Scala Leadership.

Networking People (UK) Limited

a company incorporated in England and Wales under company number 03535327
and whose registered office is at Zetland House, 5-25 Scrutton St, London EC2A 4HJ
("NP GROUP");

Standard Terms of Business Supply of Contractor Services to Clients

1. Definitions

1.1 In these Terms -

"NP Group" means Networking People (UK) Limited

"Agency Worker" means Representative who works temporarily for and under the supervision and direction of Client and/or End User;

"Assignment" means the period during which Contractor renders the Services;

"AWR" means the Agency Workers Regulations 2010;

"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 NP GROUP supplies or Introduces Contractor;

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

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

"Contractor" means the person, entity or company Introduced by NP GROUP to Client including, but not limited to, any officer, member or employee of Contractor if Contractor is a limited company or limited liability partnership, the Representative, the company who provides the Services (and members of NP GROUP's own staff for the purposes of clause 3.6);

"Contractor Schedule" means the schedule provided by NP GROUP to Client confirming the details relating to Services;

"Data Controller" means "controller" in accordance with the Data Protection Legislation;

"Data Protection Legislation" means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, privacy and electronic communications, including without limitation, (a) the Data Protection Act 2018; and (b) the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) ("UK GDPR");

"End User" means the company with whom Client has an agreement and who is the recipient of the Services;

"Engagement" means the engagement, employment or use of Contractor by Client, by Client Group or by any third party to whom or to which Contractor was Introduced by Client (whether with or without NP GROUP's knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or through any other engagement directly or indirectly and "Engages" and "Engaged" will be construed accordingly;

"Introduced" means -

- a) Client's interview of a Contractor in person or by audio or visual means; or
- b) meeting between the Client and Contractor to specify the Services in person or by audio or visual means; or
- c) the passing to Client of information about Contractor;

"Whichever is earlier" and "Introduces" and "Introduction" will be construed accordingly;

"Off-Payroll" means amendments to Chapter 8; and Chapter 10, Part 2 of Income Tax (Earnings and Pensions) Act 2003;

"Opted-Out" means the notice given by Contractor and Representative in accordance with regulation 32(9) of the Conduct Regulations; "Personal Data" means as set out in, and will be interpreted in accordance with Data Protection Legislation;

"Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Contractor;

"Process" means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;

"Qualifying Period" means as defined within regulation 7 of the AWR;

"Quarantine Period" means the "relevant period" as set out within regulation 10(5) of the Conduct Regulations, or the period stated within Contractor Schedule where Contractor has Opted-Out of the Conduct Regulations;

"Relevant Period" means either a period of either 14 weeks from the commencement of an Assignment, or 8 weeks from the last day of an Assignment, whichever period ends the later, in accordance with regulation 10(5) of the Regulations. For the purposes of this definition, a new Assignment begins where there has been a break of 42 days since the end of the last Assignment, or no previous Assignment.

"Remuneration" means basic salary, shift or weighting allowances, guaranteed and/or anticipated bonus and commission earnings, car allowance and any other benefit or allowance;

"Representative" means employee, officer or representative of Contractor, who renders the Services on behalf of Contractor;

"Services" means the services to be performed by Contractor pursuant to these Terms, as described in Contractor Schedule and includes SOW Services'

"SOW Services" means statement of work services, requiring the successful achievement of milestones, outputs and/or deliverables as set out in Contractor Schedule;

"Terms" means these terms of business and will include any schedules, including Contractor Schedule issued pursuant to these terms of business; and

2. These Terms

- 2.1 These Terms are effective from date of issue to Client and supersede all previous terms of business issued by NP GROUP.
- 2.2 These Terms will be deemed to be accepted by Client and to apply by virtue of (a) the passing of information about a Contractor to Client by NP GROUP or (b) an Introduction to Client of, or the Engagement by Client of, a Contractor or (c) the signature by Client on a timesheet or other form of verification relating to services provided by Contractor or (e) Client's signature at the end of these Terms or (f) any other written, expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not Contractor is Engaged by Client for the same type of work as that for which the Introduction was originally effected.
- 2.3 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 or any purchase conditions put forward by Client.
- 2.4 For the purposes of these Terms, NP GROUP acts as an NP GROUP as defined within the Conduct Regulations.
- 2.5 Where there is a conflict of provisions between the main body of these terms of business and Contractor Schedule, the main body of these terms of business will take precedence save where expressly provided for within the clauses herein or agreed as a variation set out within Contractor Schedule.
- 2.6 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 2.7 Unless the context otherwise requires, references to the singular include the plural and feminine includes masculine and vice versa.

3. Client Obligations

- 3.1 Client agrees to, and where applicable will ensure End User will, be responsible for providing the working environment for Contractor save where such resources are to be provided by Contractor.
- 3.2 These Terms are personal to Client and will not be assigned by it without the prior written consent of NP GROUP. For the avoidance of doubt, this restriction includes any assignment to any subsidiary, associated company or member of Client's group.
- 3.3 Client undertakes to provide NP GROUP with details of any specific health and safety risks in relation to the Services, together with details of any steps taken to prevent or control such risks. Client shall ensure that Contractor works in a safe environment in accordance with a safe system of work. Client agrees to indemnify and keep indemnified NP GROUP from and against all loss or liability suffered or incurred by NP GROUP as a result of any claim by Contractor and/or Representative arising out of any injury or damage to his/her person or property suffered in the course of performing the Services.
- 3.4 Client undertakes to confirm in writing to NP GROUP -
 - a) the date upon which Contractor is required to commence the provision of the Services;
 - b) the expected duration of the Engagement;
 - c) the nature of and/or specifics of the services required to be provided by Contractor;
 - d) the location/s Contractor is expected to deliver the Services;
 - e) details of any applicable End User;
 - f) the number of hours/days and any specific time-keeping and recording requirements Client expects of Contractor;
 - g) any outputs or deliverables Client expects from the Services;
 - h) any experience, training, qualifications, professional body authorisations that Client, the law or professional body requires Contractor to possess to provide the Services;
 - i) any expenses payable by or to Contractor;
 - j) any site regulations, IT access/security/usage policies, health and safety procedures and any other procedures or policies Client (or End User) requires Contractor to adhere to and will provide copies of any such policies/procedure to NP GROUP,
 - k) any health and safety risks and any steps taken to address those risks; and
 - l) whether Off-Payroll applies to it.
- 3.5 Client undertakes to notify NP GROUP immediately of its, or of Client Group's, or of End User's, intention to
 - a) engage a Contractor Introduced by NP GROUP; or

- b) extend Assignment of Contractor; or otherwise Engage directly or indirectly a Contractor Introduced and/or supplied via NP GROUP
- 3.6 Where the AWR applies to Assignment, Client warrants that it will, from the start of Assignment, provide Agency Worker with -
 - a) information about relevant vacant posts with Client, or with End User where applicable; and
 - b) save where objectively justifiable, access to any and all collective facilities and amenities, in the same manner as if Agency Worker were a direct worker or employee of Client, or of End User where applicable.
- 3.7 Where the AWR applies to Assignment, upon request from NP GROUP, Client undertakes to provide (without delay) to NP GROUP accurate information about the working and employment conditions that are applicable to Client (or applicable to End User where relevant) whether by contract or by collective agreement or otherwise and shall include subsequent variations thereto, that relate to the Client's (or to End User's) employees and direct workers including (without limitation) -
 - a) the standard terms and conditions that apply to their employees and those that apply to their workers;
 - b) details relating to the application and calculation of, pay scales, bonuses, commission, overtime, shift allowance, unsocial hours allowance, hazardous duties, holiday pay, other related emoluments;
 - c) entitlements relating to annual leave, night work, rest periods, rest breaks;
 - d) benefits of monetary value including, without limitation, vouchers and stamps; and
 - e) any other information as may be required by NP GROUP to comply with the AWR.
- 3.8 Where the AWR applies to Assignment, Client agrees that it will, upon request from NP GROUP and without delay, provide accurate details relating to the working and employment conditions (as defined within regulation 5(2) and regulation 6 of the AWR) of Client's (or of End User's as is applicable) workers and/or employees who undertake the same or broadly similar work as that of Agency Worker during Assignment.
- 3.9 Where the AWR applies to Assignment and where applicable pursuant to information obtained under clause 3.9 above, Client will, and where applicable will ensure that End User will, apply the same or similar process as applied to assess Pay that is directly attributable to the amount or quality of the work done by Agency Worker. For the purposes of this clause "**Pay**" means as defined in regulation 6 (2) of the AWR.
- 3.10 Where the AWR applies to Assignment and Agency Worker is pregnant, Client acknowledges and agrees that, following the Qualifying Period, Client will, and where applicable will procure that End
- 3.11 User will, permit Agency Worker time off to attend ante-natal medical appointments and ante-natal classes.
- 3.12 Where the AWR applies to Assignment, Client acknowledges and agrees that, following the Qualifying Period and whereupon Agency Worker is unable to continue to provide some or all of the Services on maternity grounds due to reasons of health and safety, Client will, and where applicable will procure that End User will, undertake to make such reasonable adjustments as are necessary to allow Agency Worker to continue providing services for the duration of Assignment. For the avoidance of doubt, such reasonable adjustments will include provision of alternative work on terms no less favourable than those applicable during Assignment.
- 3.13 Client undertakes and agrees to immediately notify NP GROUP where an Agency Worker has worked for Client/End User in the same or similar role as Assignment where, prior to the planned commencement of Assignment, such role is within the Qualifying Period.
- 3.14 Client warrants and undertakes that it will not, and where applicable will procure that End User will not, seek to deny Agency Worker's entitlement to rights under the AWR by virtue of the structure of assignments and shall at all times comply with regulation 9 of the AWR.
- 3.15 Where Off-Payroll applies to Client and Services are in scope, Client undertakes and agrees to assess the working practices of Services to be provided during Assignment and to issue NP GROUP with its status determination statement ("SDS") and the reasons for the decision in writing prior to the commencement of Assignment and to comply with statutory requirements to notify Representative.
- 3.16 Where Off-Payroll applies to Client or applies to End User, Client undertakes and agrees to provide any information reasonably requested at any time by NP GROUP promptly in order to assist NP GROUP to comply with Off-Payroll.
- 3.17 Client undertakes and agrees to notify NP GROUP in the event of changes to information provided under clauses 3.16 or 3.17 that occur during Assignment and reissue an SDS if working practices and conditions change.
- 3.18 Client warrants and undertakes that all information it provides to NP GROUP under these Terms is true and accurate.
- 3.19 Client warrants to comply with its statutory obligations to provide a status disagreement process and to use best endeavours to resolve status determination disagreements equitably and within forty-five (45) calendar days, beginning with the day the disagreement representation is received.
- 3.20 Client warrants to comply with its statutory obligation to, upon request by NP GROUP, confirm its size under Off-Payroll and to notify of a change in its size.
- 3.21 Client undertakes and agrees to notify NP GROUP where the Client or End User is based wholly overseas as defined under Off-Payroll.

4. NP GROUP's Obligations

- 4.1 NP GROUP shall use reasonable endeavours to Introduce Contractors to Client who meet Client's stated requirements.

- 4.2 Where NP GROUP and Client have agreed that NP GROUP will supply Client with the services of a Contractor, NP GROUP will give Client a Contractor Schedule confirming the name of Contractor, the agreed pay rates/fees, charging mechanism, duration of Assignment, description of the Services, outputs, milestones and deliverables, if applicable, notice periods and any other relevant details communicated and agreed between the parties.
- 4.3 NP GROUP shall use reasonable endeavours to ensure that Contractor uses best endeavours to deliver the Services to the Client's reasonable and lawful specification.
- 4.4 NP GROUP shall use reasonable endeavours to ensure that Contractor enters into an agreement which procures Contractor, in consideration of fees paid, (i) to assign to NP GROUP (for onward assignment to Client) or directly to Client (as directed by Client to NP GROUP), Contractor's intellectual property rights of whatever nature and, if capable of registration, whether registered or not, in all documents or other material and data or other information and processes provided or created by Contractor in the provision of the Services and (ii) to procure the Representative's assignment on the same terms.
- 4.5 NP GROUP shall use reasonable endeavours to ensure that Contractor enters into an agreement which contains an obligation on Contractor to keep confidential all confidential information of Client obtained during Assignment. For the purposes of this clause 4.4, confidential information is confidential if it is clearly marked confidential or if Client states it is confidential clearly in writing to Contractor.

5. Charges/Fees

- 5.1 Client agrees to pay NP GROUP's charges as set out in the relevant Contractor Schedule, which shall specify whether the charges are on a time and materials basis, a fixed price basis, or combination. Clauses 5.2, 5.3 and 5.4 shall only apply to Services charged on a time and materials basis and clauses 5.5 and 5.6 shall only apply to SOW Services.
At the end of each week of an Assignment (or at the end of the Assignment where it is completed before the end of a week) the Client shall, on request by the Contractor or the NP GROUP, sign and verify the NP GROUP's online timesheet setting out the number of hours or days worked by Contractor during that week (rounded up to the nearest quarter hour). Signature by Client (or by End User where applicable) of timesheets or other verification of Services is confirmation of the Service Provided. Failure to sign/authorise the timesheet does not absolve Client of its obligation to pay the charges for the Services provided by Contractor.
- 5.2 If Client is unable to sign a timesheet (or other agreed method of verification) produced for authentication by Contractor because Client disputes the amount of time claimed or Service provided, then Client will notify NP GROUP within two (2) working days from the presentation to the client of the claimed work for verification and will co-operate fully and in a timely fashion with NP GROUP, including providing documentary evidence of the hours/days worked or Services provided by Contractor, to enable NP GROUP to establish what periods of time, if any, Contractor worked or verify Services provided.
- 5.3 With reference to clause 3.12, where such time off to attend ante-natal medical appointments and ante-natal classes falls within the normal working periods of Agency Worker during Assignment, Client agrees to pay NP GROUP's charges, in accordance with clause 5.1, for such periods whether by inclusion of such time on a timesheet or otherwise.
- 5.4 Where Services are SOW Services the Client will pay the total price to the NP GROUP (without deduction or set-off), as set out in the Contractor Schedule on the Contractor achieving the corresponding milestone, output or deliverable, as evidenced by written verification by the Client. The NP GROUP shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT where appropriate.
- 5.5 Where the Services are sub-divided into stages, then an overall cost estimate for the Services shall be set out in the Contractor Schedule. Should the Client cancel a stage for whatever reason then it shall be in the NP GROUP' sole discretion to levy a cancellation fee of up to the percentage of the overall fee or fees already invoiced plus VAT.
- 5.6 There are no refunds or rebates payable by NP GROUP to Client (or to Client Group or, for the avoidance of doubt, End User) in respect of NP GROUP's charges.
- 5.7 Client agrees to pay NP GROUP all reasonable business expenses incurred by Contractor in the provision of the Services as agreed within Contractor Schedule.
- 5.8 In the event notification in accordance with clause 3.16 is provided to NP GROUP after the commencement of Assignment or in the event of information provided in accordance with clauses 3.17 and 3.18, Client agrees and accepts that NP GROUP is entitled to vary its charge to Client and nature of Services in order to comply with Off-Payroll.
- 5.9 VAT, where applicable, will be payable in addition to charges/fees.
- 5.10 Client acknowledges and agrees that NP GROUP may, upon notice, increase the charge rate set out in the relevant Contractor in order to comply with the AWR or with Off-Payroll.
- 5.11 In the event that any employee of Employment Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the employment of Employment Agency, the Client shall be liable to pay Employment Agency a fee of thirty three percent (33%) of the Gross Annual Remuneration in the first year of their Engagement with the Client.
- 5.12 Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to NP GROUP under these Terms.
- 5.13 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Contractor. In cases of unsuitable work the Client will apply the provisions set out in clause 10.1 below and will

not be entitled to withhold payment in respect of work carried out prior to termination in accordance with clause 10.1 below.

6. Invoices

- 6.1 NP GROUP will raise invoices monthly (unless otherwise specified in Contractor Schedule) in respect of charges payable and Client agrees to pay such invoices within fourteen (14) days of the date of the invoice, unless otherwise specified in Contractor Schedule.
- 6.2 The Client must notify NP GROUP in writing within five (5) days of any amount Client disputes and the reason. The invoice will remain payable in full unless NP GROUP agrees to a credit or correction, in its sole discretion.
- 6.3 NP GROUP 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) 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.

7. Termination of Assignments

- 7.1 Client may instruct NP GROUP, in writing, to end the Services of Contractor immediately in the event of substantial non-performance or serious misconduct by Contractor, provided that Client provides detailed, written confirmation of the non-performance and/or misconduct.
- 7.2 NP GROUP may end any Assignment immediately by giving Client notice in writing if Client is in material breach of these Terms.
- 7.3 Either party may terminate Assignment prior to the end of Assignment by giving not less than 4 weeks' notice in writing, or such other period of notice as agreed and set out in the relevant Contractor Schedule.
- 7.4 When notice of termination of Assignment is served by Client, payment for each week of notice will be based on the specified hours/days agreed in Contractor Schedule or actual hours worked, whichever the greater. Client agrees to make payment in accordance with clause 6 above irrespective of whether or not Contractor continues to provide the Services during this notice period.
- 7.5 In any event of termination of Assignment pursuant to clause 7.1 above, NP GROUP shall use reasonable endeavours to provide an alternative Contractor within fourteen (14) days that in the reasonable opinion of NP GROUP is suitable to provide the Services.
- 7.6 These Terms may be terminated by either party by giving to the other immediate notice in the event that either NP GROUP or Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where NP GROUP has reasonable grounds to believe Client will not pay NP GROUP's invoice within the payment terms agreed within clause 6.1.
- 7.7 Save for when the Representative is an Agency Worker, Contractor may substitute the Representative. For the avoidance of doubt, the Contractor, to adhere to its agreement with NP GROUP, must ensure:
 - a) Services remain as detailed in the Contractor Schedule;
 - b) the proposed substitute passes all relevant security checks; and
 - c) no delay or reduction in quality occurs due to the lack of technical or Client specific knowledge held by the substitute.
- 7.8 NP GROUP may, at its absolute discretion and at any time, terminate Assignment upon immediate notice where in the opinion of NP GROUP Contractor is no longer suitable to provide the Services.
- 7.9 Following termination (howsoever arising) of these Terms, the provisions contained within clauses 1, 2, 3.6, 3.8, 3.9, 3.10, 5.6, 5.7, 5.12, 6, 8, 9, 10, 11, 12, 13, 14 and 15 will continue in full force and effect.

8. Engagement of Representatives by Client or Third Parties

- 8.1 For the purposes of clauses 8 and 9, the "Transfer Fee" shall mean an amount equal to 30% of the Remuneration in the first year of an Engagement unless stated otherwise and is the fee payable by reason of the Engagement of a Contractor. Where the value of Remuneration is not known, NP GROUP will calculate the Transfer Fee based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Contractor has been Engaged and having regard to any information supplied to NP GROUP by the Client and/or comparable positions within the market generally. Alternatively, NP GROUP may apply the fee payable by the Client by taking the hourly charge payable and multiplying it by a forty (40) hour week and by fifty-two (52) weeks to derive the remuneration per annum.
- 8.2 In the event that the Client intends to Engage a Contractor supplied by NP GROUP either (1) directly or (2) pursuant to an agreement with an alternative NP GROUP or employment agency, either after Introduction of the Contractor (but before commencement of an Assignment) or during an Assignment or within the Relevant Period the Client shall notify NP GROUP of its intention to Engage and NP GROUP requires the Client, so far as is compatible with regulation 10 of the Regulations, to choose from the following options:
 - 8.2.1 the Client shall pay the Transfer Fee upon commencement of the Engagement; or
 - 8.2.2 the Client shall extend the existing Assignment of the Contractor, or if no Assignment has taken place or the Assignment has already ended, enter into a new extended period of either hire in case for a period of nine (9)

months during which NP GROUP shall be entitled to and the Client will be required to pay NP GROUP the charges set out in clause 5.1 above for each hour or day the Contractor is supplied, and at the end of the extended period of hire, the Client may Engage the Contractor without payment of any further fee to NP GROUP.

- 8.3 The Client shall give written notice of its choice under clause 8.2 and if it has elected for the option set out in clause 8.2.2, the extended period of hire shall begin on the date of receipt by NP GROUP of the Client's written notice. If the Client fails to specify whether the payment of a Transfer Fee (pursuant to clause 8.2.1) or an extended period of hire (pursuant to sub-clause 8.2.2) is preferred, the Transfer Fee shall be payable by the Client to NP GROUP upon commencement of the Engagement of the Contractor.
- 8.4 In the event of a Third Party Introduction which results in an Engagement either after Introduction of the Contractor (but before commencement of an Assignment) or during an Assignment or within the Relevant Period the Client shall be liable to pay the Transfer Fee.
- 8.5 In the event that the Engagement of the Contractor is for a fixed term of less than twelve (12) months, the Transfer Fee in clause 8.2.1 or 8.4 shall be an amount equal to 30% of the Remuneration for the period of the fixed term and any extension or renewal thereof.
- 8.6 In the event of any Engagement to which this clause 8 relates, the Client will immediately notify NP GROUP in writing of the Engagement and provide such further details concerning the Engagement which NP GROUP reasonably requires.
- 8.7 In the event of a breach of the requirement to notify NP GROUP of any Engagement, the Client hereby agrees and undertakes to pay the Transfer Fee.
- 8.8 No refund or rebate of the Transfer Fee shall be paid in any event. VAT, if applicable, is payable in addition to any Transfer Fee due. NP GROUP reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment; in the alternative and in its absolute discretion, NP GROUP may instead seek payment of interest pursuant to the terms (then prevailing) of the Late Payment of Commercial Debts (Interest) Act 1998.

9. Transfer Fees In The Event Of Opt Out Notification

- 9.1 If on or before the commencement of an Assignment, the Contractor performing the Assignment in question is a corporate body and has opted out of the effects of the Regulations pursuant to regulation 32 thereof, clauses 8.2, 8.3 and 8.4 shall not apply and instead, the Client shall pay NP GROUP the Transfer Fee in the following circumstances:
 - 9.1.1 if the Contractor is Engaged by the Client directly, or Engaged by the Client pursuant to an agreement with an alternative NP GROUP, or Engaged by a Third Party pursuant to Third Party Introduction; and
 - 9.1.2 such Engagement commences within twelve (12) months of the termination of an Assignment or, if there has been no Assignment, commences within six (6) months of Introduction to the Client by NP GROUP of the Contractor.
- 9.2 If the requirements of clause 9.1 are satisfied, the Client will immediately notify NP GROUP in writing of the Engagement and provide such further details concerning the Engagement which NP GROUP reasonably requires.

10. Data Protection

- 10.1 For the purposes of this clause 10 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Representative.
- 10.2 The parties hereto acknowledge that NP GROUP is a Data Controller in respect of the Personal Data of Contractor and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 10.3 The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 10.4 The parties hereto agree that the Contractor is not Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within a Contractor Schedule and subject to additional terms and conditions.
- 10.5 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, NP GROUP or by Contractor, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 10.6 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 10.7 Client will -
 - a) comply with the instruction of the NP GROUP as regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by NP GROUP, Client will set out their legal basis for the request of such data and accept that NP GROUP may refuse to share/transfer such Personal Data where, in the reasonable opinion of NP GROUP, it does not comply with its obligations in accordance with Data Protection Legislation;
 - b) not cause NP GROUP to breach any of their obligations under the Data Protection Legislation.

- 10.8 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify NP GROUP and will provide NP GROUP with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the NP GROUP reasonably requests relating to the Personal Data Breach.
- 10.9 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as NP GROUP may request to -
- a) investigate and defend any claim or regulatory investigation;
 - b) mitigate, remedy and/or rectify such breach; and
 - c) prevent future breaches.
- and will provide NP GROUP with details in writing of all such steps taken.
- 10.10 Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of NP GROUP.
- 10.11 Client agrees it will only Process Personal Data of Contractor for the agreed purpose of provision of Services pursuant to these Terms.
- 10.12 Client will provide evidence of compliance with clause 10 upon request from NP GROUP.

11. Liability

- 11.1 NP GROUP shall use reasonable endeavours to ensure Contractor has the required standard of skill, integrity and reliability; nevertheless, NP GROUP is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of Contractor to perform the Services nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill of Contractor howsoever arising.
- 11.2 All Contractors are engaged under contracts for services. They are not the employees of NP GROUP.
- 11.3 Client will comply, and will procure that End User will comply, in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate public liability insurance in respect of Representative where appropriate. Client agrees to allow and reasonably assist NP GROUP in complying with its legal obligations to provide resourcing services.
- 11.4 NP GROUP is providing resourcing services comprising of sourcing, introduction of Contractors and payment of fees to Contractor in relation to Services and accordingly, NP GROUP does not accept any liability, howsoever arising, for the quality of services provided by Contractor, save for death or personal injury caused by NP GROUP's direct negligence.
- 11.5 Save where required by law, the parties hereto are not liable for-
- a) any loss of profits, loss of business, loss of revenue, depletion of goodwill, pure economic loss, loss of anticipated savings, damages, charges, expenses and/or similar losses; or
 - b) any special, indirect or consequential losses;
- 11.6 Save as required by law, the sole aggregate liability of NP GROUP to Client arising in connection with these Terms will be limited to ten thousand pound sterling £10,000.

12. Indemnity

- 12.1 Client agrees to indemnify and keep indemnified NP GROUP against any costs, claims and liabilities incurred directly or indirectly by NP GROUP arising out of or in connection with these Terms including (without limitation) as a result of:
- a) any breach of these Terms by Client (including its employees, subcontractors and agents);
 - b) any breach by 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); and
 - c) application of Off-Payroll including an incorrect SDS issued by Client and/or treatment of Contractor categorised under Assignment as outside IR35, which treatment by Client causes or contributes to HMRC classifying Contractor as a deemed employee pursuant to Off-Payroll.

13. General

- 13.1 NP GROUP is not liable for any delay or failure in performance of its obligations to Client where this arises from matters outside its reasonable control.
- 13.2 Any failure by NP GROUP to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 13.3 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 will remain in full force and effect to the extent permitted by law.
- 13.4 No provision of these Terms will 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.
- 13.5 Without prejudice to clause 2.2, whereupon these Terms and/or Contractor Schedule/s are executed by the signature of duly authorised representatives of the parties this forms a binding agreement and will supersede all previous agreements or representations whether written or oral including without limitation Client's terms and conditions,

purchase order or other Client documents with respect to the provision of services set out herein provided by NP GROUP. These Terms may not be modified or amended except in writing and signed by a duly authorised representative of NP GROUP.

- 13.6 A reference to a statute or a provision of a statute or enactment is a reference to that statute or provision as amended or re-enacted at the relevant time.

14. Notices

- 14.1 Any notice required to be given under these Terms will be delivered by e-mail to the recipient at its email 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 will be deemed to have been given and served, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. 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 e-mail message was received in an incomplete or illegible form;

For the avoidance of doubt and for the purpose of this clause 14.1, a "business day" will mean any day excluding Saturday, Sunday and public holidays.

15. Governing Law

- 15.1 These Terms shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Client Signature :

Print Name : _____

Title : _____

Date : _____

For and on behalf of _____

NP GROUP Signature :

Print Name :

Title:

Date :

For and on behalf of Networking People (UK) Limited