

## Dial a Cleaner Terms and Conditions

### General

Dial a cleaner is an employment business as well as an employment agency.

By placing an order with the Company for supply of an Agency Worker, the Client confirms that they have read, understood and accept to be bound by these Terms and Conditions. Any arrangement outside of these Terms and Conditions must be agreed to in writing by both parties.

### 1. Definitions

1.1. In these Conditions the following expressions shall be given the following meanings:

**"Assignment"** - the period during which an Agency Worker performs services or carries out work for or on behalf of the Client under any one booking made with the Company, commencing at the time the Agency Worker first reports to the Client to take up duties (or, if earlier, the commencement by the Agency Worker of such work or services) and ending upon the cessation by the Agency Worker of all such work and services;

**"Company"** – Dial a Cleaner (a trading name of Ininet Technologies Ltd, an employment business and an employment agency with the registered office at Dalton House, 60 Windsor Avenue London London SW19 2RR.

**"Client"** - any person, firm, company or organization placing an order with the Company for the supply of an Agency Worker;

**"Engages/Engaged/Engagement"** - the engagement, employment or use of the Agency Worker directly by the Client or any third party or through any other employment business/agency on a permanent or temporary basis; whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Agency Worker is an officer or employee;

**"First Assignment"** - the first Assignment of the Agency Worker with the Client or any subsequent Assignment commencing at least 42 days after the end of any previous Assignment of the Agency Worker with the Client;

**"Agency Worker"** - any person employed by the Company who is supplied or introduced by the Company to the Client with a view to carrying out work for or on behalf of the Client;

**"Relevant Period"** - has the same meaning as defined by The Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**"Third Party"** - any person, firm, company or organization to whom or which the Client introduces the Agency Worker;

**"Transfer Fee"** - means the fee payable in accordance with Schedule A below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**"Mobile Worker"** - is any worker forming part of the travelling staff (including Drivers) who is in the service of an undertaking which operates road transport services for passengers or the movement of goods;

**"EU Drivers Hours Rules"** - means Community Drivers' Hours Regulation (EC) 561/2006;

**"Working Time"** - means working time as defined under the Road Transport (Working Time) Regulations 2005 Regulations 2005 (RTWT), namely, time consisting of those periods during which the Agency Worker is at their workstation at the disposal of the Client and exercising his/her functions or activities, and that such periods of time are devoted to road transport activities, such as driving, loading, and unloading, assisting passengers boarding the vehicle, cleaning and maintenance of the vehicle, and all other work intended to enhance the safety of the vehicle, cargo and passengers or to fulfil the legal or regulatory obligations directly linked to the specific transport operations;

**"Periods of Availability"** - (POA) means periods of waiting time as defined under the RTWT Regulation 2005, namely, periods of waiting time whose duration is known about in advance by the Agency Worker. Such periods of time consist of time spent when the Agency Worker is not required to remain at his/her workstation but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance by the mobile worker, either before departure or just before the start of the period of availability in question.

1.2. In these Conditions words importing the singular shall include the plural and vice versa. The paragraph headings in these Conditions shall be for convenience only and shall not affect the interpretation of these Conditions.

## **2. Impact of Conditions**

2.1. These Conditions shall be deemed to be accepted by the Client from the earliest moment when the Client interviews or accepts services or work from an Agency Worker. Once the Client is deemed to have accepted these Conditions in connection with one Agency Worker, the Conditions are deemed incorporated into all future agreements between the Company and the Client in connection with Agency Workers.

2.2. In supplying Agency Workers to the Client, the Company is acting as an employment business as defined by the Employment Agencies Act 2003.

2.3. In the event of any conflict between these Conditions and any other Conditions of Business, these Conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Company. No variation can be made to these Conditions without the written consent of a Director of the Company. No other employee, agent or servant of the Company has any authority to make representations, amend, vary, modify or waive any of these Conditions.

2.4. The complete or partial invalidity or unenforceability of any provision in these Conditions for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for such severance.

## **3. Making a Booking**

3.1. The Client may make a booking orally or in writing. The Company will record the details of any booking and will confirm them to the Client orally or in writing.

3.2. The Company will, subject to availability, supply an Agency Worker to meet a booking placed by the Client. The Company has no responsibility to supply any person as an Agency Worker. The Company shall have no liability to the Client arising from any failure to provide any person or any person as an Agency Worker in response to any booking or any part of any booking.

3.3. When making a booking the Client shall give the Company full details of:

(a) the intended duties of the Agency Worker:

(b) any special skills which it requires the Agency Worker to have including any experience, training, qualifications or any authorizations including those required by a professional body or by law;

(c) any risks to health and safety known to the Client and any steps that may have been taken to prevent or control such risks along with copies of all risk assessments of the site, equipment and working Conditions relevant to the Assignment;

(d) any health and safety information which the Client wishes to be passed on to the Agency Worker.

3.4. The Client shall complete a health and safety checklist and the declaration on that health and safety checklist.

3.5. If during the Assignment the Client proposes a change to any of the details provided to the Company under Condition 3.3, it will inform the Company before making the change and in any event without delay.

3.6. If the Client expects to require the services of any Agency Worker for more than 48 hours in a single week (from Monday to Sunday), it must inform the Company by no later than the Thursday of the preceding week. The Client must not instruct the Agency Worker to perform night work until the Agency Worker has been given a health assessment that has not shown any reason why the Agency Worker may not do night work. If the Client is in any doubt as to the position, it should check with the Company.

3.7. The Company will prior to the Assignment take all reasonable steps to check that the Agency Worker is reasonably suitable to the Client's notified requirements. This will include making reasonable enquiries as to whether the Agency Worker holds a valid license to drive any class or description of vehicle where the driving of such a vehicle has been notified to be within the scope of the intended duties.

3.8. The Client shall not rely on any checks done by the Company as to the suitability and qualifications of the Agency Worker. Prior to issuing instructions to an Agency Worker, the Client shall satisfy itself as to the Agency Worker's suitability and qualifications to perform the relevant duties, including the operation of any machinery, equipment or vehicles. The Client shall also ensure compliance by or on behalf of the Agency Worker during the Assignment with laws and other applicable regulations relating to health and safety and the operation of any such machinery, equipment or vehicles.

3.9. The Client shall not allow any Agency Worker to undertake any work other than that which has been notified to the Company by the Client when the booking was made. Without prejudice to that requirement, the Client shall not allow the Agency Worker to undertake work requiring special skills,

experience or qualifications if such requirements of the Agency Worker were not notified by the Client to the Company in placing its booking for such an Agency Worker.

3.10. The Parties acknowledge that the Agency Workers Regulations 2010 ("AWR") may apply to the Agency Workers engaged by the Client under this Agreement (the "Agency Workers"). If applicable, the Agency Workers shall qualify for equal treatment under AWR (including "Day 1 Rights" and rights after a qualifying period of 12 weeks ("Qualifying Period")).

3.11. The Client shall be responsible for compliance with the Day 1 Rights in accordance with Regulations 12 and 13 of AWR (rights of Agency Workers in relation to access to collective facilities and amenities).

3.12. The Company has no responsibility or ability to provide the Day 1 Rights and the Client shall indemnify and hold the Company harmless in respect of any claim relating to Day 1 Rights by an Agency Worker.

3.13. To enable the Company to comply with its obligations under AWR the Client shall as soon as possible prior to the commencement of each Assignment and/or during each Assignment (as appropriate) and at any time the Company requests, inform the Company of any weeks in which the relevant Agency Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which may count towards the Qualifying Period. The Client shall also provide details of where, when and the period(s) during which such work was undertaken, and any other details reasonably requested by the Company, within two (2) working days of the request.

3.14. The Client shall provide, subject to data protection legislation, within two (2) working days of any request from the Company, accurate and comprehensive "Comparator" information as defined under AWR with specific reference to Regulation 5. (2) and 6 of the regulations, to enable the Company to comply with its obligations under AWR. The Client shall also provide the Company with written details of its pay and benefits structure, bonus and appraisal processes, if applicable, and any variations of the same. The Client shall advise the Company of any subsequent changes to Comparator information supplied to the Company (including, but not limited to, pay increases and bonus payments which impact the Comparator data). In addition, for awarding any bonus to which the Agency Worker may be entitled under AWR the Client shall provide the Company with all assistance as may be reasonably requested in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.

3.15. On completion of the Qualifying Period an Agency Worker shall be entitled to the same basic working conditions, and employment terms and conditions as they would have received had they been employed directly by the Client. The Company shall assess, based on the information provided by the Client, the impact of the Comparator information on the supply of the Agency Worker and shall advise the Client of any change to the fees or terms and conditions applicable to the Agency Worker's Assignment and the effective date of the change.

3.16. The Client shall inform the Company in writing of any:

(a) oral or written complaint the Agency Worker makes to the Client which is or may be a complaint connected with rights under AWR;

(b) written request for information relating to the AWR rights that the Client receives from the Agency Worker;

as soon as possible but no later than seven (7) days from the day in which any such oral or written complaint or request is received by the Client.

The Client will take such action and give such information and assistance as the Company may request, and within any such timeframe requested by the Company, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Company's receipt of such a request in accordance with Regulation 16 of AWR. If the Client responds directly to the Agency Worker, the Client shall provide the Company with a copy of any such written statement.

#### **4. Mobile Workers**

Where the Agency Worker is supplied to the Client to undertake driving or other mobile work then, in addition to the other provisions of these Conditions:

4.1. The Client shall have and must maintain throughout the Assignment any necessary operator's license under the Goods Vehicle (Licensing of Operators) Act 1995 when required.

4.2. Within reason, the Company will check references of Mobile Workers and will examine driving licenses and permits; notwithstanding this, the Client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licenses and permits, drivers' hours, and records the issue and collection of Tachograph cards and records, maintenance and safety of vehicles, Health and Safety Regulations, and Road Traffic and liability insurances, including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.

4.3. The Client shall on request permit the Company to inspect its operator's license and policies of insurance for the vehicles to be driven or manned by the Agency Worker.

4.4. The Client shall notify the Company of and provide any requested details of any accident in which the Agency Worker is involved while driving on behalf of the Client.

4.5. The Client agrees to pay the Company's charges in respect of the number of hours worked by the Agency Worker (see Condition 7.1) For the avoidance of doubt, for mobile workers involved in operations subject to EU Drivers Hours Rules, the number of hours worked by the Agency Worker during the week comprises of the total number of hours Working Time and the total number of hours spent as Periods of Availability as defined under the RTWT Regulations 2005.

4.6. The minimum duration of any Assignment shall be 8 hours (unless an agreement to the contrary is reached prior to the start of the Assignment).

4.7. While the Agency Worker doing mobile work is employed by the Company, immediately upon commencement of an Assignment and for the duration of an Assignment the Agency Worker for all purposes, including any provision under the Client's operator's license, shall become the temporary servant of the Client to drive or man its vehicle for its own use. The Client shall have entire control over the Agency Worker both in what the Agency Worker does and the manner of doing it, the Client shall not require the Agency Worker to undertake any unlawful act.

4.8. The Client shall provide the Company, at the time of booking, with details of the proposed Assignment, including any POA, night work and working time. The Company will be responsible for supplying a mobile worker who is able to carry out the Assignment as defined by the Client in accordance with the RTWT Regulation 2005.

4.9. Since the Company assumes responsibility for keeping and maintaining records of the Agency Worker's Working Time and night work under the RTWT Regulations 2005, the Client will be responsible for ensuring that the POA, working time and night work of any mobile worker whilst on Assignment is accurately recorded and shall provide the Company with such information promptly at the end of each Assignment or at any time at the request of the Company.

4.10. For Agency Workers who are mobile workers working in operations subject to EU Drivers Hours Rules, the Client will assist the Company in complying with the Company's duties under EU Drivers Hours Rules and the RTWT Regulations 2005 by supplying relevant information about the Assignment requested by the Company including copies of tachograph charts or Digital printouts for Agency Workers.

4.11. Furthermore, the Client agrees not do anything to cause the Company to be in breach of its obligations under the EU Drivers Hours Rules and the RTWT Regulations 2005 including undertaking that transport time schedules shall conform to the requirements of those regulations.

4.12. The Client will remain responsible for ensuring that all tachograph charts used by drivers are returned to the Client by drivers. Where any original tachograph charts are returned to the Company the Company shall pass these to the Client.

4.13. For Agency Workers who are mobile workers working in operations not subject to EU Drivers Hours Rules, the Client will assist the Company in complying with the Company's duties under the Working Time Regulations 1998 (as amended) by supplying any relevant information about the Assignment requested by the Company and the Client will not do anything to cause the Company to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of an Agency Worker for more than 48 hours in any week, the Client must notify the Company of this requirement before the commencement of that week.

## **5. Personal Protective Equipment**

The Client shall provide such personal protective equipment and clothing (PPE) necessary to ensure the health, safety and welfare of the Agency Worker without charge to the Company or the Agency Worker. In the event the Company is required to provide such PPE the Company shall charge the Client for the cost of providing such PPE.

## **6. Supervision**

6.1. Notwithstanding the fact that the Agency Worker is an employee of the Company all Agency Workers are deemed to be under the exclusive direction, supervision and control of the Client from the time the Agency Worker first reports at the Client's premises to commence the Assignment and for the duration of the Assignment. The Client undertakes to the Company that it will assume responsibility for the welfare and supervision of each Agency Worker from the start of any Assignment as if that Agency Worker was an employee of the Client. The Client acknowledges that the Company does not have the

obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Agency Worker's work. The Client acknowledges that the Company's charges reflect this.

6.2. The Client shall always discharge all statutory and common law duties which the Client may from time to time owe to the Agency Worker, or to which the Client may from time to time be subject to in respect of the Agency Worker. Without limiting the generality of the foregoing, the Client shall ensure that the Agency Worker is provided with the necessary rest breaks and weekly rest periods prescribed by legislation.

6.3. All disciplinary and grievance matters relating to an Agency Worker shall be dealt with by the Company. As soon as the Client is aware of any circumstances that may give rise to any disciplinary action or any grievance in respect of an Agency Worker the Client shall immediately refer the matter to the Company for action to be taken.

## **7. Charges**

7.1. The Company shall notify the Client of its hourly charge for the Agency Worker. The Company may agree scale rates with the Client by reference to job grades or where there is no scale the hourly charge shall be notified on a per job basis. The Client shall pay the Company the charge for hours worked and for agreed travel and other expenses (or, where there is no agreement, the full amount in respect of reasonable expenses). The Client shall pay VAT where it is properly chargeable. The Company reserves the right to require payment in advance of the Assignment.

7.2. In order to take into account any increase in inflation the Company's charges shall be increased with effect from the 1st April each calendar year (being the 1st April subsequent to the commencement of the Engagement) by an amount representing the rate of increase in the official Retail Price Index over a 12-month period prior to that date. The Company shall be entitled to vary the charges in line with any statutory, regulatory or legislative change including, but not limited, to changes in National Insurance and National Minimum Wage and/or if Condition 9.2 applies.

7.3. Invoices will be raised by the Company in respect of each full or partial working week during any Assignment. The Client agrees to pay such invoices in full within 7 days after the date of each invoice without deduction, set off or counterclaim. The charges are invoiced to the Client on a weekly basis and are payable within seven days. The Company reserves the right to charge interest on invoices overdue by more than 7 days in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended.)

7.4. Any breach of this Condition 7 shall entitle the Company, without prejudice to any other rights or remedies which it may have, to terminate without prior notice (and without giving rise to any right to compensation and/or damages for the Client) each and every agreement concluded subject to these Conditions between the Company and the Client.

7.5. If the Company commences legal proceedings against the Client to recover any invoiced fees or if the Company exercises its right to terminate every agreement for the supply of Agency Workers between it and the Client, all invoices which have been rendered by the Company to the Client shall automatically become payable forthwith.

7.6. The Client may terminate the Assignment of any Agency Worker at any time by notifying the Company. If the Client does terminate an Assignment, the Company will attempt to supply a replacement Agency Worker if requested to do so by the Client. Where within the first four hours of an Assignment, the Client instructs the Agency Worker to cease work and notifies the Company that it is dissatisfied with the Agency Worker, the Company may waive or reduce its charges in respect of those four hours. In all other cases, the Client shall be liable to pay all charges incurred for all hours worked by the Agency Worker up to the end of any Assignment, even where the Assignment is terminated by the Client on grounds of dissatisfaction with the Agency Worker. If the Client has expressed dissatisfaction with an Agency Worker to the Company, the Company may share with the Agency Worker any information which has been provided by the Client.

## **8. Timesheets**

8.1. The Client shall authorize a timesheet by written signature or by e-mail no less frequently than once per week during any Assignment recording all hours worked in that week by the Agency Worker. The Client shall authorize a timesheet on the last day of any Assignment recording all hours worked by the Agency Worker which have not been recorded in previous timesheets.

8.2. Payments made by the Company to the Agency Worker under Condition 9 and the Company's charges to the Client under Condition 7 will be based on proof of hours worked (which may include such timesheets) and it is the Client's obligation to ensure that they are accurate.

8.3. Timesheets authorized on behalf of the Client either by written signature or by email shall be conclusive that the hours worked have been as recorded thereon and that such work has been satisfactory.

8.4. In the absence of prior written stipulations being made by the Client concerning the identity of those authorized to bind it by authorizing a timesheet, any person authorizing a timesheet on behalf of the Client shall be deemed to be duly authorized to do so.

## **9. Payment of Agency Workers**

9.1 Unless Condition 9.2 applies, the Company will have responsibility for the payment of remuneration to the Agency Worker, for making statutory deductions and payment of all statutory contributions in respect of Earnings Related National Insurance and the administration of Income Tax (PAYE) applicable to the Agency Worker by law.

9.2 (a) Unless stated otherwise in this Agreement, defined terms in this Condition shall have the meanings given to them in Income Tax (Earnings and Pensions) Act 2003 ("ITEPA").

(b) The Client acknowledges that Chapter 10 Part 2 of ITEPA may apply to the parties where an Associate is on assignment with the Client via an intermediary (of which the Associate is a director and/or shareholder) and the Client is a Public Authority.

(c) The Client agrees to provide information to the Employment Business in accordance with s. 61T ITEPA before the start date of any Assignment. The Client agrees that this provision shall constitute a written request for the purpose of s.61T (4) ITEPA and shall be deemed to be made on the date that a booking is made. The Client acknowledges that the Employment Business and suppliers (if any) will be relying on the information provided by the Client.

(d) The Client shall take reasonable care in making any determinations and warrants that all information provided is accurate.

(e) Where an Assignment falls out of scope of Chapter 10 Part 2 ITEPA, the Client shall ensure that the nature of the Assignment does not change in any way so as to fall within scope of Chapter 10 Part 2 ITEPA.

(f) The Client shall indemnify the Employment Business and keep the Employment Business indemnified against all costs, charges, claims, actions, awards, expenses, damages, demand, penalties, fines, proceedings, liabilities, judgements or losses incurred or suffered as a result of any breach of this Condition and/or incorrect information provided under this Condition and this indemnity shall not be subject to any cap afforded to the Client.

(g) The Client understands that any charges quoted is made on the assumption that Chapter 10 Part 2 ITEPA does not apply. In the event that Chapter 10 Part 2 ITEPA does apply and has not been factored into the charge, the Employment Business reserves the right to increase the charges.

## **10. Exclusion and Indemnity**

10.1. Subject to Condition 16.2, the Company shall not be liable to the Client for any loss, injury, damage, expense or delay suffered by the Client or the Agency Worker. This exclusion shall extend (but not be limited) to the consequences of any act, omission or failure (whether willful, negligent, reckless, dishonest or otherwise) which takes place during the Assignment on the part of the Agency Worker and/or the Client. The Client acknowledges that the Company's charges are set on the basis that it has no such liability.

10.2. Only the Client is in a position to assess the risks attendant upon the work to be performed during the Assignment. The Client shall insure against such risks to the Agency Worker (and, if the Client considers it appropriate, against such risks to itself or any third party). The obligations of the Client to take out and maintain insurance shall extend (but not be limited) to employer's liability and public liability insurance and, where relevant, to fully comprehensive motor insurance. Any failure by the Client to meet its insurance obligations shall not reduce or eliminate its obligations to indemnify the Company.

10.3. The Client shall indemnify the Company and keep it indemnified on demand against the costs and financial consequences of and occasioned by any and all claims against either of them arising from any loss, injury, damage, expense or delay suffered by the Client, the Agency Worker or any third party as a result of any breach by the Client of any of its obligations under these Conditions or as a result of any act or omission of the Agency Worker.

10.4. Where the Client wishes to make any claim howsoever arising (including but not limited to a breach of contract) either in negligence or tort (save for death or personal injury, fraud, or fraudulent misrepresentation), then the claim must be made within 1 month of the date of the original invoice, and any claims made after 1 month are not payable by the Company.

## **11. Undertakings by the Client**

11.1. The Client undertakes to comply in all respects with all statutes, statutory instruments, codes of practice and other legal obligations and requirements to which the Client is ordinarily subject in respect of the Client's own employees and workers in relation to any Agency Worker assigned to the Client.

11.2. The Client undertakes not to instruct any Agency Worker to carry out duties outside the scope of the Assignment, nor to carry out any duties for which particular skills and experience are required and which have not been previously specified to the Company.

11.3. The Client shall notify both the Health and Safety Executive and the Company immediately in the event that the Agency Worker is involved in any accident or sustains any injury whilst on Assignment.

11.4 The Client confirms that it gives permission for the Company to use the Client's name and logo in order to advertise, by whatever means necessary, each and every role or Assignment issued under these Conditions.

## **12. Temporary to Permanent / Temporary**

12.1. The Company's business is the supply of Agency Workers to its Clients. The Company is entitled to a Transfer Fee from the Client where an Agency Worker who has been supplied to the Client is Engaged other than through the Company within the duration of the Assignment or the Relevant Period by either the Client (whether directly or pursuant to being supplied by another employment business/agency) or any Third Party unless (in the case solely of Engagement by the Client) the Client gives at least 7 days' notice prior to the Engagement of the Agency Worker requesting an extended period of hire of 26 weeks. During the extended period of hire the Company shall continue to receive payment for the hours normally worked by the Agency Worker during the last Assignment of the Agency Worker with the Client (whether or not actually worked) at the rate specified under Condition 7.1 or the Client may elect to pay the Transfer Fee.

12.2. Where the Client is aware of an Engagement which would give rise to an entitlement to a Transfer Fee, the Client shall immediately notify the Company and shall negotiate with the Company with a view to agreeing a suitable Transfer Fee. If no agreement is reached within 14 days of the notification to the Company by the Client or the commencement of an Engagement by the Agency Worker (whichever shall be the earlier), the Transfer Fee payable by the Client to the Company shall be calculated as set out in this Condition 12.

12.3. The Transfer Fee shall be a percentage of the Agency Worker's projected remuneration as set out in Schedule A. Remuneration shall be total gross remuneration (including the value of benefits) which would be paid for the first year of employment, or the first year of work under any nonemployment contract, to include all payments related to guaranteed bonus and on target earnings. For the avoidance of doubt, where any vehicle or live-in accommodation is provided to the Agency Worker in any new employment or Engagement, the value ascribed to each such benefit shall be no less than would increase the Transfer Fee by an additional £250 plus VAT. If remuneration is not readily ascertainable when the Transfer Fee is due, the Transfer Fee shall be taken to be 300 times the hourly rate at which the Agency Worker was last supplied by the Company to the Client. In any event, the total Transfer Fee shall not be less than £1,250.00.

12.4. There is no rebate scheme for Transfer Fees on Engagements resulting from any Assignment even if the Engagement proves unsatisfactory to the Client. The Transfer Fee shall be payable within seven days of the date of an invoice by the Company.

## **13. Non-Corruption**

The Company and the Client shall fully comply with the Bribery Act 2010 and neither party shall offer or solicit any bribe, inducement, payment or gift which a breach of the Act would be.

#### **14. Equal Opportunities**

The Company operates equal opportunities policies governing its dealings with all employees. Copies of those policies are available from the Company on request by email [info@dialacleaner.co.uk](mailto:info@dialacleaner.co.uk) .

#### **15. Non-Transferable**

No contract into which these Conditions are incorporated shall be assigned or transferred by the Client without the Company's prior written consent.

#### **16. Limitation**

16.1 Subject to Condition 16.2, the Client agrees that arrangements in relation to each Agency Worker and each Assignment represent individual contracts and that the Client shall have no right of set off or counterclaim between individual arrangements. The liability of the Company to the Client in the event of any dispute arising from any arrangement made under these Conditions is limited to a sum not exceeding the sum paid to the Company by the Client pursuant to Condition 7 in relation to that arrangement.

16.2 Nothing in these Conditions shall be deemed to exclude or limit the Company's liability for death or personal injury arising out of its negligence, or for its fraud, or for any other liability which cannot be excluded or limited by law.

#### **17. Reasonable**

The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out in these Conditions are reasonable and reflected in the charges payable to the Company. The Client shall accept risk and /or insure accordingly.

#### **18. Data Protection**

The Client agrees to process any personal data supplied by the Company about Agency Workers only in connection with an Assignment or potential Assignment and to comply with the provisions of the Data Protection Act 1998 in relation to the processing of such data. The Company may collect, hold and process personal information about the Client for the purpose of carrying out its business of supplying Agency Workers to the Client. The Company may disclose such personal information to its financiers or third-party agencies for the purpose of obtaining a credit check on the Client. The Client hereby consents, and shall obtain all necessary consents, to the Company processing and disclosing such information for the purposes outlined above.

#### **19. Sub-Contracting**

The Client agrees that the Company may sub-contract the performance of all or any of its obligations or assign or transfer all or any of its rights and/or obligations to a third party. If the Company does so, it shall provide to the Client a copy of the Conditions on which the obligations are subcontracted or assigned or transferred.

#### **20. Third Party Rights**

Other than Infinet Technologies Ltd t/a Dial a cleaner who will have the benefit of and may enforce the Conditions, the Parties do not intend any of the Conditions to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **21. Jurisdiction**

These Conditions and any contract into which they are incorporated shall be subject to English Law and the exclusive jurisdiction of the Courts of England and Wales.

### **SCHEDULE A – Temporary to Permanent / Temporary Fee**

#### **Remuneration Transfer Fee as a Percentage of Remuneration**

**Less than £15,000.00 17.5% + VAT**

**£15,001 to £30,000.00 20% + VAT**

**£30,001 and above 25% + VAT**

**A Minimum Transfer Fee of £1, 250.00 shall apply.**