Work Finding Services Agreement

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We are CBSbutler Holdings Limited (company registration number 14941580) of Grosvenor House, 65-71 London Road, Redhill, RH1 1LQ, United Kingdom (throughout 'we', 'us', 'our' and 'ours')

You are The Work-seeker of (candidate address:……) (throughout 'you' and 'your').

Introduction

We are in the business of providing work finding services to candidates (the 'Services') and recruitment services to Hirers. You are seeking work, have provided us with your personal information and have asked us to find work for you. We are willing to identify positions with Hirers for you on the basis set out in these Terms. Please see clause 2.3 and Section 5 of the WFS - Part 2, which specify the arrangements in the event that you supply your services through a third party such as a company. Where we supply you to Hirers on a temporary basis we operate as an Employment Business as referred to in the Conduct Regulations.

WFS - Part 1

The terms in this Work Finding Services Agreement ('WFS') WFS- Part 1 and WFS – Part 2 (collectively referred to as 'these Terms') comprise the framework terms and conditions upon which we agree to provide our work finding services, which we confirm are at no charge to you.

Definitions

Definitions are denoted by upper case first letter and are contained in various parts and/or Section 1.

WFS Terms

1. Your provision to us of personal information (defined in these Terms as Personal Data) is your acknowledgement that you have read and understood our Privacy Notice. We shall process your Personal Data in accordance with our Privacy Notice. You may view our Privacy Notice at https://www.cbsbutler.com/cm/privacy
2. The minimum rate of pay we reasonably expect to pay if you agree that we may supply you to a Hirer will not be lower than the current applicable National Minimum Wage, and will be advised to you and agreed by you for the particular Assignment.
3. The types of work we shall seek for you include Engineering, Manufacturing, Automation, IT and Business Support ('Work Types').
4. Payment for work done shall be made weekly or monthly and will be confirmed to you before the commencement of each Assignment.
5. Where we engage you personally in the capacity of a worker for an Assignment rather than via a Supplier, annual leave entitlement and payment in that respect will be calculated, and frequency of payment made, under the terms of that engagement. Save as provided otherwise under the terms of that engagement, leave entitlement shall be in accordance with the Working Time Regulations 1998, payment being made at the time you take your holiday.
6. Where you operate via a Supplier, you acknowledge and agree that the terms and conditions that apply shall be included in a separate agreement between us and the Supplier and you shall have no direct contract with us save to the extent that this contract applies. For the avoidance of doubt, where services are provided via a Supplier, any rates quoted will be the rates agreed between us and the Supplier only and will not be a rate due from us to you.

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Opt Out

Where services may be provided by a Supplier (for example your own company or an umbrella company) you may choose, but are under no obligation, to opt out ('Opt Out') of the Conduct Regulations. If you wish to do so, and have agreed to do so with the Supplier, please inform us by signing below. For more information, please contact us. The Opt Out will only be effective if we also receive a Notice of Opt Out from the Supplier.

ACCEPTANCE

In consideration of the mutual obligations set out herein and our agreement to seek work for you, you accept and agree these Terms, which you acknowledge you have fully read and understood. Note: You may accept these Terms in any of the ways listed below and you agree that your acceptance is provided upon the earlier of:

- your signature in the signature box below – please also sign the Notice of Opt out if you wish to opt out
- your oral or written (letter, or email) confirmation to us of your acceptance
- your request for us to find work for you or to register you on our database or to introduce you to a Hirer

Date issued:

I accept this agreement .... Signed by .....Date.....

I give you Notice of Opt Out ....Signed by .....…….Date .....

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CBSbutler Holdings Limited a company registered in England & Wales
Grosvenor House, 65-71 London Road, Redhill, RH1 1LQ
Company number: 14941580 VAT Number 459595725

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WFS - Part 2

Section 1 - definitions

Arrangement	any arrangement that you enter into with a third party that results in a lower payment of tax and national insurance or a higher payment to you by reason of any kind of scheme for tax avoidance including any offshore arrangement
Assignment	a Proposal agreed with you and/or a Supplier
Conduct Regulations	the Conduct of Employment Agencies and Employment Businesses Regulations 2003
Data Laws	any data protection legislation applicable in the UK and use within these Terms of 'Personal Data' has the meaning defined therein
End User	any third party for whom, or at whose premises, or utilising whose systems. The Specified Services are performed
Hirer	a client of ours including any third party with whom we have a relationship of any kind as a client, or a potential client, who may be interested in engaging you or does engage you, or who may wish to utilise your services in any way including, for each Assignment such third party who is specified to be the Hirer in a Proposal
Interest	an interest, whether material or otherwise, as referred to in s.61O of Income Tax (earnings and Pensions) Act ('ITEPA') or, in the case of a partnership, where the conditions in s.61P of ITEPA are met
Notice of Opt Out	a notice of opt out under regulation 32(9) the Conduct Regulations that regulation 32(1) – (8) of the Conduct Regulations does not apply
Privacy Notice	our privacy policy made pursuant to the Data Laws
Proposal	an offer of temporary work setting out the identity of the specific Hirer, the Candidate to be allocated, and other relevant details such as rate of pay, location, assignment period, hours of work. Please note that the Proposal will be sent to a Supplier for acceptance and we shall not proceed with a Supplier unless and until acceptance is communicated to us
Rehire Period	the period of 6 months following the end of the related Assignment
Specified Services	the specified work requirements under an Assignment
Supplier	a person or company through which the Specified Services shall be provided
Tax Authority	His Majesty's Revenue and Customs ('HMRC') or any other authority, body or department responsible for the collection of tax, national insurance, social security or any other charges, taxes or fees arising from the provision of the Services
WFS Terms	those terms set out under the heading 'WFS Terms' in the WFS - Part 1

Section 2 – services

2.0 As you have asked us to provide the Services

(a) we may from time to time and at our sole discretion search for work opportunities for you, usually within the Work Types, and

(b) if we consider any opportunity may be suitable we may inform you of any terms proposed, and where appropriate in each case, arrange an interview for you to meet a Hirer and use our reasonable endeavours to conclude a Proposal.

2.1 You acknowledge that this agreement is for work finding services only and you are not and shall not become our employee nor are you engaged by us for any purpose save as provided for herein. We have no obligation to provide you with any information or service other than specifically as set out in these Terms or required by law.

2.2 To the extent that these Terms apply to any Assignment, this agreement is, and shall be regarded as part of, a contract for services notwithstanding that these Terms do not require you to provide services as such.

2.3 We may enter into an alternative agreement under which we engage you personally or through a Supplier on a contract for services relevant to one or more specific Assignments. These Terms shall continue to apply, without prejudice to the terms

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of the alternative agreement. Notwithstanding an alternative agreement any Notice of Opt Out shall continue to apply until effectively withdrawn.

2.4 The length of notice required to terminate an Assignment shall be one day, save that this period shall not apply where an alternative period of notice has been agreed in respect of an Assignment, the Assignment has been specified to be for a fixed period of time to which notice will not apply, or the terms that apply to the Assignment allow termination without such notice.

Section 3 – your obligations, information and proposal process

3.0 In consideration of the provision of the Services you agree

(a) to act at all times in good faith towards us

(b) to provide us with a full and accurate curriculum vitae if you have not already done so and, if we or the Supplier request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you; for the avoidance of doubt you may be required to produce your original passport and other documents to validate your identity, your address and your work qualifications and you authorise us to take copies for our records

(c) to provide us with any information we reasonably request including but not limited to information

(i) required for tax reporting purposes (e.g. your NI number, date of birth or address)

(ii) relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role

(iii) relating to any charges for criminal offences and undischarged criminal convictions

(iv) relevant to the decision of a Hirer to engage you including information that may result in the best

(v) interests of a Hirer being affected in any way establishing compliance by you or a Supplier with any requirements of an Assignment, or your entitlement to provide the Specified Services and any other matter under these Terms

a. where requested, to provide us, a potential Hirer, or a Supplier with appropriate authority to undertake any background checks including DBS checks or any other checks that may be required to comply with any safeguarding, technical or Hirer requirements that may be applicable from time to time

b. to provide us at interview or as otherwise requested with a full and complete explanation of any gaps in between employment or any temporary assignments including your activity in such gaps so that we are able to comply with any safeguarding, technical or Hirer requirements

c. to promptly advise us of any change to any information previously provided and you warrant that all information you provide hereunder shall be full and accurate in all material respects

d. upon request, to provide us with names of suitable referees that are not Relatives as defined in the Conduct Regulations

e. to the verification, retention and use by us or any third party interposed between us and a Hirer in respect of the provision of the Services of all information and documents we obtain, either from you or from any other party relating to you and whether received by us before or after commencement of any engagement we arrange, for any purpose relevant to these Terms including compliance with statutory or contractual information or reporting requirements

f. to advise us if you wish us to cease our work finding services.

3.1 Where we offer you temporary work we shall provide you with a Proposal. You agree to let us know promptly if it is acceptable, and if not already confirmed to us, whether you wish to provide your services through a Supplier. If you choose to work through a Supplier

(a) you must confirm to us whether you have an Interest in that Supplier

(b) if the Supplier is acceptable to us we may send a Proposal to that Supplier for acceptance. Please note that if a Supplier does not agree a Proposal before you commence work, the arrangements for your engagement will be in accordance with the provisions of these Terms, or an alternative agreement we enter into with you, until such time as we agree otherwise.

3.2 On or before the time of acceptance of a Proposal you must inform us whether you have previously worked in any capacity for the Hirer or End User named in the Proposal and if you have so worked, provide us with details of such work.

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3.3 If you do not wish us to provide your information to any particular Hirer it is important that you inform us in writing, providing us with sufficient detail so that we can recognise all of the persons or organisations you wish to exclude, and you agree we shall have no liability if we provide your information to any Hirer other than one you have specifically excluded.

Section 4 - assignments

4.0 The provisions in this Section apply in respect of each Assignment, and in all cases we have your authority that we may confirm to a Hirer that you do not have an Interest in us.

4.1 You agree to keep written records of time worked for the Hirer and have such records signed by a person authorised by the Hirer submit such records to us and, where there is a Supplier, to the Supplier.

4.2 You must inform us immediately if you are not provided with access to suitable facilities and amenities on a Hirer or End User site to which you feel you should have access, or if you feel that you are being treated unfairly.

4.3 You agree not to do any of the following:

(a) anything that may damage our reputation or that of the Hirer or cause our agreement with the Hirer to be terminated

(b) divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs, business or methods of us or the Hirer or End User or information received from us or the Hirer or End User except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed

(c) discuss with the Hirer or End User these Terms, an Assignment or the Supplier's engagement with us other than strictly as required for the proper objectives of the Specified Services

(d) import any software onto the systems of the Hirer or End User without the prior written consent of the Hirer or End User nor use any facilities provided to you by the Hirer or End User for any purpose other than is authorised by the Hirer or End User

(e) not to engage in work for any third party capable of being in conflict with the best interests of us or the Hirer.

4.4 Upon termination of an Assignment, or an earlier request, you agree to deliver up to us, the Hirer or End User respectively all materials, documents or equipment of ours, the Hirer or End User in your possession.

4.5 The benefit of any work undertaken by you including any copyright or intellectual rights of any kind in such work shall respectively be and remain the property of the Hirer or End User and you will sign all documents required for verification of such rights as belonging to the Hirer or End User.

4.6 Subject to any provision to the contrary that applies where your services are provided through a Supplier, you shall be subject to the direction, supervision and control of the Hirer or End User to the extent necessary for the proper provision of the Specified Services, and comply with such rules and regulations of the Hirer or End User as are relevant to external contractors; this clause shall not apply if you are a registered contractor under the HMRC Construction Industry Scheme.

4.7 We shall make payments due under any contract relevant to an Assignment regardless of whether we have received payment from the Hirer, but this provision shall not apply if we have received a Notice of Opt Out.

Section 5 - services through a Supplier

5.0 Where your services are provided through a Supplier, the decision to do so is solely yours, and the following provisions in this Section shall apply.

5.1 The provisions and obligations applicable to the services, including details of any annual leave entitlement relating to your work, shall be stipulated in a separate agreement between you and the Supplier.

5.2 The rate of remuneration payable to the Supplier for any work performed by you, the frequency with which payment shall be made, and the length of notice to be given by you or us to terminate any work found by us for you shall be stipulated in an Assignment confirmation, either agreed between you and us or agreed between us and the Supplier.

5.3 You warrant in each case that you are qualified and suited as a representative of the Supplier in performance of the Specified Services and that you are aware of the terms of the Proposal, or shall ensure that you become aware of the terms of the Proposal before commencing the Specified Services, and shall, to the extent work is undertaken by you for the Supplier, perform such work promptly, efficiently, professionally and in good faith with due care and skill on the

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Supplier's behalf for the Hirer or End User with regard to the relevant terms of that Proposal and the Specified Services requirements.

5.4 You will inform us promptly if for any reason you consider that the Supplier is not meeting its statutory obligations towards you or if your engagement with the Supplier ceases for any reason.

5.5 You acknowledge and agree that under our contract with the Supplier we shall require that all payments to you in relation to any work carried out by you shall be paid in accordance with UK tax law; accordingly

(a) you agree to inform us immediately if payments to you are made pursuant to any Arrangement

(b) you shall fully indemnify and keep us, our directors and the Hirer, so indemnified against any loss, claim, demand, damages and costs including legal costs properly incurred made by any other person including a Tax Authority which should have been paid were it not for the existence of the Arrangement or the provision of your services through the Supplier.

5.6 You acknowledge that the relationship between us and a Supplier is a commercial arrangement, and we may determine commercial terms as we see fit; accordingly, you acknowledge that

(a) we shall be under no obligation, and may refuse any proposal at our sole discretion, to work with any particular company or business that you propose

(b) we may terminate an arrangement with a Supplier at any time in accordance with the terms we have in place with that Supplier.

Section 6 – restrictions

6.0 During an Assignment or for 6 months thereafter you agree not to do any act capable of being in competition with us in relation to the relevant Hirer or End User and you acknowledge that you agree this clause as a result of the provision by us or the Hirer of confidential information to you.

6.1 You agree that you shall not either during this agreement or for 12 months thereafter solicit or seek to entice away from us any of our officers, agents or employees that have been involved in any matter relating to these Terms or an Assignment without our prior written consent.

6.2 Bribery is a serious offence. Accordingly you agree not to do anything that may be construed or perceived by us as bribery, whether intended for our or your own benefit. Without prejudice to any other remedy available to us, breach of this provision shall entitle us to terminate any Assignment and/or this agreement immediately.

6.3 You agree that you shall not, during an Assignment or thereafter for the Rehire Period either directly or indirectly (whether under a contract of service or a contract for services or through any third party) provide services to the Hirer or End User except by contract through us other than with our prior written approval, but this provision shall not apply where we have not received a valid Notice of Opt Out.

Section 7 - liability

7.0 Whilst we shall at all times act in good faith we do not guarantee that any work will be found or any Proposal concluded and you agree we shall have no liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you.

7.1 You recognise that a Hirer may withdraw an opportunity at any time before commencement of an Assignment and, whilst we shall endeavour to obtain accurate information from a Hirer, whether as to a role, nature of the work or otherwise, you agree we shall have no liability for information we have passed to you in good faith and cannot guarantee its accuracy.

7.2 We shall not be liable for any loss or damages if work found for you is not suitable, for any action, tort or breach of contract by a Hirer or any third party with whom you or we contract, for any failure by us to provide any information or service, save to the extent strictly required by law or arising out of any representation made by a Hirer to you or any third party with whom you or we contract, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Hirer to us.

7.3 Without prejudice to any other provision in these Terms our liability in any event shall be in respect of direct loss only and be limited to £1,000 except in respect of fees properly due to you or where liability may not be limited by virtue of the law.

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Section 8 – miscellaneous

8.0 Save as otherwise provided for in these Terms, you may terminate these Terms on giving us written notice, provided that if given during an Assignment it will have the effect of terminating these Terms at the end of the Assignment.

8.1 Our notice to you of cessation of our work finding services, which we may decide to cease at any time for any reason, shall have the effect of immediately terminating these Terms subject only to those clauses intended to have effect following termination, which shall survive.

8.2 You agree to co-operate fully with us and any Hirer in relation to any investigation by us, the Hirer or any regulatory body including any Tax Authority, which relates to either the provision of your work services, your status, or any payments made to you or any matter covered by Sections 4 or 5 including, but not limited to, the provision of any information as may be required for the purpose of compliance with our statutory or contractual obligations.

Section 9 – general

9.0 Save as otherwise specified, where times are referred to in these Terms such times are of the essence.

9.1 Whilst we shall at all times act in good faith, we have no obligation to provide you with any information or service other than to the extent stated in these Terms or required by law.

9.2 In the event of any query or dispute relating to our Services, an Assignment or any matter under these Terms each party shall co-operate in good faith, each shall provide to the other the evidence to support its position, with a view to resolving the issue promptly.

9.3 Other than for third party rights specifically referred to in these Terms, the Contracts (Rights of Third Parties) Act 1999 is excluded.

9.4 You may not assign your rights, transfer or subcontract these Terms or any rights, or obligations arising under or pursuant to these Terms without our prior written consent. We may assign these Terms upon giving notice to you, and we may assign or subcontract elements of these Terms, including debt, payment or invoicing arrangements without any requirement for formal notice to you save where we are required by law to give notice.

9.5 For the avoidance of doubt

(a) we are not a legal agent for a Hirer or any other party and neither a Hirer nor End User is a legal agent for us for any purpose

(b) save only to the limited extent referred to in these Terms, neither you nor we are a legal agent for the other

(c) subject only to our obligations to you as set out in these Terms, you accept that we are free to contract with a Hirer on any terms that we think fit in accordance with our own commercial practice.

9.6 You agree these Terms are reasonable and you acknowledge that you have not relied on any representations made by us that are not set out in these Terms or in an Assignment.

9.7 Any notice under these Terms shall be in writing and sent to the addressee at the last known address by first class post or by email in your case to the address last provided to us for communication and in our case to the email address used by us to communicate with you. Notice shall be deemed to have been received, in the case of post on the postal delivery date following the date of posting, and in the case of email on the date email confirmation of delivery or receipt (whichever is the earlier) is received by the sender.

9.8 For the purposes of interpretation

(a) the definitions and meanings herein apply throughout, headings are for ease of interpretation only

(b) words importing one gender include all other genders and words importing the singular include the plural and vice versa

(c) each portion of these Terms defined by punctuation, paragraphs, sections or numbering, is separate, distinct and severable and to give meaning to the intention therein the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions, including those modified hereunder, shall continue in full force and effect

(d) reference to a statute, regulation or statutory provision shall include reference to any amendments thereto and to any subordinate legislation or modification thereto.

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9.9 No failure or delay to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

9.10 Save as provided for, these Terms shall prevail in the event of any conflict between them and an Assignment. An Assignment is not a variation to these Terms, and details which we agree should apply to an Assignment apply only to the extent specified for that Assignment and not further or otherwise.

9.11 These Terms relate to our general relationship and each Assignment and subject only to the terms of any Assignment or a variation provided for, or entered into in accordance with clause 2.3. These Terms comprise the sole and entire agreement between you and us relating to the business described, supersede any previous agreement between you and us and, subject only as provided for, override any terms proposed by you.

9.12 These Terms may not be varied except

(a) by us in providing you with notice of an updated version of these Terms, which will be deemed to apply unless you notify us in writing that you do not accept the updated version within 7 days of receipt of the notice

(b) by agreement (whether oral or otherwise) and confirmed in writing by an authorised officer of ours and no other action by us shall be capable of implying our agreement.

9.13 The Laws of England and Wales govern these Terms and the English Courts have sole jurisdiction.

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