CLIENT SERVICES AGREEMENT ('CSA') – Combined

We are CBSbutler Holdings Limited (company registration number 14941580) which has its registered office at Grosvenor House, 65-71 London Road, Redhill, RH1 1LQ, United Kingdom, including, for the purposes of these Terms, our branch offices and our subsidiary companies (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006) (throughout 'we', 'us', 'our' and 'ours').

You are the recipient of this agreement and as such you and a Connected Person are our client for the purpose of these Terms (throughout 'you', 'your' and 'yours').

Introduction and acceptance

We are in the business of providing services to assist hirers and employers with the introduction of temporary, contractor or permanent staff.

This Client Services Agreement (CSA') comprises the framework terms and conditions upon which we conduct business ('these Terms') and consists of CSA - Part 1, which sets out our summary commercial terms and rates, and CSA - Part 2 which contains our detailed main terms.

Once you have received this CSA, any act by you of accepting or requesting services from us or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms which then apply. Without prejudice to any prior acceptance, you may also accept these Terms by signing below, the person signing being duly authorised by you to sign and accept these Terms.

Signature: **Date**: **Position:**

Name:

Definitions are denoted by upper case first letter and are contained in various parts and/or the definitions section of these Terms. You may view our Privacy Notice at **https://www.cbsbutler.com/privacy**

CSA – Part 1

CSA Terms

1. Our principal service is to locate, introduce and/or engage with suitable candidates for you to employ generally or take on a fixed or temporary basis to meet your requirements. Candidates may be individuals for temporary or permanent hire, temp agency workers or contractors depending on your needs. If you require any alternative services, we will be happy to discuss with you but please note these may be subject to different terms.
2. We may appoint one or more account managers to act as our point of contact to liaise with you. Please refer any question concerning a Requirement or Candidate to the appointed person. Our authorised officer for the purposes of varying these Terms is a director or any other person we confirm to you in writing is authorised from time to time.
3. Except where there are Expenses or we have agreed a specific chargeable item, for example, an advertising campaign or a different or specific service, we only charge fees where we supply or Introduce Candidates that you use in some way, or there is an Offer. Please note we are entitled to our Fee for an Introduction regardless of the role, tasks, or purpose for which you use a Candidate.
4. The default Fee Period is 9 months.
5. We rely on the information you give to us so that we can provide the best outcome for you. Accordingly, it is important that you give us all the information necessary for every placement and we will advise you on what we need from time to time. To avoid any misunderstanding it is also important that you keep us promptly informed of your intentions in relation to Candidates we Introduce. For example, if you are already

considering a person we Introduce as a Candidate for engagement at the time of the Introduction you should let us know immediately and in any event within [insert] working days of the Introduction.

6. Candidates we supply on a temporary basis are engaged by us on a contract for services unless we inform you otherwise. As the Candidate's relationship is with us and you are not intended to be the Candidate's employer, save for providing the Candidate with required information related to the work being done, you should refer any questions and relationship matters to us, not to the Candidate. Our contract with the Candidate shall include the following obligations:

(a) to perform the work required under an Assignment in good faith with due care and skill, and not perform any work during the Temp Supply for any third party which conflicts with your interests

(b) not to make use of your confidential information except where authorised

(c) upon termination of the Temp Supply to deliver up to either you or an End User any documents and other materials of yours or the End User's held by the Candidate.

7. Our Fees depend on the type of service provided and are calculated using the Fee Scales. Except for Temp Supply or where otherwise agreed, the Fees are calculated as a percentage of total Remuneration.
8. The Invoicing Interval for a Temp Placement is weekly, for a Temp Supply is weekly. You must validate work done where there is a Temp Supply at the end of each week (Validation Period).
9. You are ultimately responsible for ascertaining suitability and checking the Candidate's work and performance, and so, whilst we accept liability for our own negligence and where required by law, we do not accept liability for the work done by a Candidate in any circumstances. Our liability excludes indirect loss, is subject to a cap of £1m, unless otherwise required by law, in the case of a Temp Supply is limited to one month's Fee under the Assignment, and in the case of a Temp Placement is limited to our charge for one month.
10. We do not offer rebates on placements.
11. If you are not satisfied with a Candidate we supply for an ongoing Requirement you agree to give us reasonable time to find and supply a suitable alternative Candidate.
12. Wherever there is an increase in Remuneration within 12 months of commencement of an Engagement, including due to increased hours, we shall be entitled to raise a further invoice for our Fee reflecting the increase.
13. IR35 tax. If we advise you that a Candidate for a Temp Supply operates through a company or partnership to which the off payroll tax rules (OPR) may apply you must provide us either with an SDS, namely a status determination statement in the form required pursuant to the OPR or an OPR Exempt Statement, namely that the OPR do not apply because you are either a small company or you have no UK connection. Your statement to us in either case may affect the rates upon which we can provide the supply.
14. Section 7 of the CSA – Part 2 shall not apply.
15. **Payment Terms.** Fees and Expenses are payable within 14 days from the date of our invoice save for Engagements of which we are not informed in advance for which our Fees are payable within 14 days of the Engagement.

Special Terms

N/A

FEE SCALES

Fees 1 – Fees for Perm Placements and Engagements except where otherwise specified

20% of Remuneration

Fees 2 – margin only business - Fees for a Temp Placement (where you hire and pay the Candidate)

20% of the sum that you pay to the Candidate for the period of the hire.

Fees 3 – Fees for Temp Supply

Where we supply the Candidate, our Fee is calculated at the rate specified and agreed by us for the Assignment from time to time. Our Fee is based upon the total of the cost to us of engaging and supplying the Candidate whether calculated with reference to a Candidate (including statutory payments we make to or relating to the Candidate or by virtue of our payment to the Candidate) or our business ('Total Cost') plus our charge ('Charge') which, unless otherwise agreed in writing, shall be calculated as a percentage of Total Cost. Note: Fees may increase if our costs increase.

Fees 4 – Transfer Fee for Engagements following our supply of the Candidate

The higher of 20% of Remuneration, or a fee charged under Fees 1, chargeable if there is an Engagement within the relevant Transfer Period of a Candidate we have supplied.

In certain circumstances instead of paying us a Transfer Fee you may have an option to take the supply of the Candidate through us. Please see Section 8 of the CSA – Part 2. A Fee based on Fees 1 is payable in the case of an Engagement of a Candidate we have Introduced, but not actually supplied, for any purpose.

CSA – Part 2

Section Guide

Sections 1 - 4 terms that apply to all introductions

Section 1 - definitions and meanings

Section 2 - general obligations, information and introductions

Section 3 - remuneration

Section 4 - fees and invoicing generally

Sections 5 - 10 terms where we supply a Candidate

Section 5 - Assignments and AWR compliance

Section 6 - fees and records for Supply

Section 7 - capacity and fees

Section 8 - fees on transfer and additional arrangements

Section 9 - suspension and termination of Temp Supply

Section 10 - provisions for special category Candidates

Sections 11 - 15 generally applicable terms

Section 11 - confidentiality and non-solicitation

Section 12 - data protection

Section 13 - liability

Section 14 - other terms

Section 15 general terms

Schedule - Information Required

Section 1 - definitions and meanings

Additional Service	an additional specific service, which may be ancillary to or as part of the Services or which may relate to other business, which we provide to you following your request
Agency Worker	an agency worker as defined by R.3 of the AWR
Assignment	an Engagement in respect of which (a) arrangements have been negotiated through us, or (b) you have kept us fully informed of the arrangements and details, in either case agreed by us in advance of commencement and being either a Perm Placement, a Temp Placement or a Temp Supply; references to Assignment shall include the period of a Temp Placement or Temp Supply NOTE: an Engagement which you do not agree with us in advance is not an Assignment
AWR	the Agency Workers Regulations 2010 and any related regulations
Candidate	a person, whether presenting as an individual, a contractor, an interim manager, whether self-employed or otherwise, and/or a limited company through which a person is offering services, or a supplier company, in respect of whom or which, or in respect of whose skills or services, information is provided to you by us or by a Candidate already Introduced
Cessation Event	an event of insolvency within the meaning of the Insolvency Act 1986, the appointment of a receiver or an administrator, notice of intention to appoint an administrator, the making of a winding up order, entering into or proposing to enter into a Company Voluntary Arrangement or similar arrangement or composition with creditors, the passing of a resolution to cease trading or actual cessation of trading
Charge	the amount defined as 'Charge' in the CSA – Part 1 at Fees 3

CIS	His Majesty's Revenue and Customs ('HMRC') Construction Industry Scheme
Comparator Terms	the pay and basic working and employment conditions as set out in R.6 of the AWR that are ordinarily in force within your business and which would have been applicable had the Candidate been engaged directly by you to do the same job on the first day of the Temp Supply
Conduct Regulations	the Conduct of Employment Agencies and Employment Businesses Regulations 2003
Connected Person	a person with whom we conduct business, being (a) a subsidiary company (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006) of yours, or (b) a business (whether corporate or unincorporated) (i) which is a member of, director of, or partner in, your company or business, or (ii) of which you are a member, or director or partner, or (iii) for which either you or a representative of yours is authorised by you (whether expressly or impliedly) to undertake work (other than solely in a professional capacity), or (iv) which has a director or shareholder in common with you
CSA Terms	those terms set out under the heading 'CSA Terms' in the CSA – Part 1
Day 1 Rights	rights under the AWR which a hirer must apply to an Agency Worker from the first day of an assignment under R.12 (right to shared facilities) and under R.13 (right to be informed of relevant job opportunities in the same way as directly recruited comparable workers)
Data Laws	data protection legislation applicable from time to time in the UK and use herein of 'Personal Data', 'Controller', 'Processor', and 'Data Subject' shall have the respective meanings defined therein
End User	a third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services and an associate (as defined by s.435 Insolvency Act 1986) of that third party
Engagement	an engagement, arrangement or employment, of any description under an Assignment or otherwise, whether direct or indirect, express or implied, including an Offer, under which a Candidate is due to provide or provides any services for your benefit or for the benefit of, or to, an End User including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or through the intermediary of a limited company or by contract through a third party, and 'Engage' and 'Engaged' shall have corresponding meaning
Expenses	expenses you have agreed to pay
Fees	the payment due for the Services calculated as set out in the Fee Scales or as otherwise agreed in writing by our authorised officer, and 'Fee' shall have corresponding meaning
Fee Period	the longer of (a) any time after an Introduction where the Introduction was the effective cause of the Engagement, or (b) the default period of 12 months, or such other default period (if any) specified in the CSA Terms, after any of (i) an Introduction relating to the Candidate (ii) the end of negotiations relating to an Introduced Candidate (iii) the last day of an Assignment of the Candidate
Fee Scales	as set out in the CSA – Part 1
Introducer	an 'employment agency' as referred to in the Conduct Regulations
Introduction	the provision of information by us or by a Candidate, whether or not such information includes a Candidate's name, that enables you to identify a Candidate or relating to a Candidate already identified, and whether or not the introduction was prior to your agreement to these Terms, and 'Introduce' and 'Introduced' shall have corresponding meaning
Invoicing Interval	the respective interval at which we normally invoice in respect of a Temp Placement or Temp Supply as specified in the CSA Terms
ITEPA	the Income Tax (Earnings and Pensions) Act 2003
Loss	Loss includes, without limitation, loss arising from any claims, demands, actions, proceedings, liabilities, costs (including, court costs and reasonable legal fees), expenses, fines,

	monetary penalties, losses and/or damages, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, and whether direct, indirect or consequential, arising from delay, stoppage, error, action or omission, including in particular loss **(a)** of revenue or profits **(b)** of business opportunity or contract **(c)** of goodwill or injury to reputation **(d)** of savings, discount, or rebate (whether actual or anticipated).
Offer	an offer to engage the Candidate other than for Temp Placement or Temp Supply communicated either by you or us at your request and which is accepted by the Candidate
OPR	the off payroll tax rules set out in Chapter 10 of Part 2 of ITEPA
OPR Exempt	where the OPR do not apply because you are either a small company or you have no UK connection
OPR Exempt Statement	a statement that you are OPR Exempt
Opt Out Notice	a notice of opt out under R.32(9) of the Conduct Regulations
Party	you or us, together referred to as 'Parties'
Payment Terms	the payment terms set out in the CSA Terms or otherwise agreed in writing signed by a director of ours
Perm Placement	an Assignment where the Candidate is Engaged for regular employment, whether on a full or part time basis, not being a Temp Placement or a Temp Supply
Privacy Notice	our privacy notice made pursuant to the Data Laws from time to time
PSC	an intermediary which meets or is treated as meeting the conditions in s.61N(9)-(11) of the OPR
PSC Services	the services provided by a PSC under an Assignment
Remuneration	any payment for the services of the Candidate under an Engagement calculated in accordance with Section 3
Representative	an individual who is a Candidate representing and working for a PSC in the provision of the PSC Services
Requirement	a request from you in any form (whether oral or otherwise) for our Services
R.5 Rights	the rights an Agency Worker has to the same terms and conditions in force in your business relevant to others doing the same job, as set out in R.5 AWR
SDS	a status determination statement in the form required pursuant to the OPR
Services	to locate, introduce and/or supply Candidates for you in accordance with your Requirements from time to time, Assignments and/or any Additional Service
Social Media	any electronic means of processing, viewing, obtaining, or exchanging information or communications about persons through use of the internet or web-based technologies/applications, electronic platforms or a telephonic (mobile or otherwise) messaging system
Special Terms	those terms, if any, described as Special Terms in the CSA – Part 1
Supplier	an 'employment business' as referred to in the Conduct Regulations
Tax Authority	HMRC or any other authority, body, or department responsible for the collection of tax, national insurance, social security or any other charges or fees
Temp Placement	an Assignment where the Candidate is Engaged on a temporary basis, not being a Perm Placement or a Temp Supply
Temp Supply	the temporary supply to you of a Candidate who or which we employ or otherwise engage either directly or indirectly through a third party
Total Cost	the total cost referred to in Fees 3 of the CSA - Part 1

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Transfer Fee	the fee due to us for Introductions as referred to in Section 8
Transfer Period	the period referred to as the Transfer Period in section 8
Validation Period	the time interval specified in the CSA Terms for validating work activity

Section 2 - general obligations, information and introductions

2.0 We agree to use our reasonable endeavours to provide the Services. For the purpose of the Conduct Regulations where your Requirement is only for the Temp Supply of a Candidate we shall be acting as a Supplier but for all other Requirements we operate as an Introducer.

2.1 You agree to accept our Services and you acknowledge and agree

(a) the Conduct Regulations and other statutory obligations require us to provide specific information to each Candidate and to other authorities in relation to a Requirement; accordingly, to enable us to comply with our obligations and to help us introduce a suitable candidate you must

(i) upon issuing a Requirement or as soon as possible thereafter provide the information set out in the Schedule together with answers to additional questions we may raise, and

(ii) prior to an Engagement promptly inform us of relevant additional information or of any change to information already provided

(b) in order to achieve a satisfactory outcome, and regardless of our statutory obligations, to check that the Candidate is suitable for your purposes and that you are satisfied with the information and confirmations we have provided to you, and you agree in particular

(i) irrespective of any references or information that we may provide, to take up your own references for the Candidate and verify the experience, training and qualifications of the Candidate or other information supplied

(ii) to ensure that the Candidate has any necessary permit or authority to work for you and comply with asylum and immigration requirements relevant to an employer

(iii) to explain your requirements to the Candidate prior to or on commencement of the Engagement

(c) where an authorisation or a licence is required to enable the Candidate to legitimately work in the position you seek to fill, your request for us to seek a Candidate shall be deemed to be your confirmation that you have all necessary authorisations and licences unless you have informed us otherwise prior to any Engagement

(d) to ensure that all information you provide to us is complete and accurate

(e) to keep us promptly informed of your intentions in relation to an Engagement of a Candidate throughout the Fee Period.

2.2 We may Introduce Candidates to you regardless of any specific Requirement and for the avoidance of doubt you may Engage the Candidate for any purpose, job or role regardless of a stated initial intention. If you have not already provided us with information in accordance with this Section 2, you agree to provide us with that information promptly.

2.3 Transparency is important to avoid duplication of effort. Accordingly in respect of your Requirement you agree to tell us promptly if you are using Social Media or a third party to fill the positions sought, and whether you are actively considering any individual already known to you or introduced from another source. In all cases it is your sole responsibility for checking whether a Candidate has been previously introduced by another party and for keeping us informed.

2.4 If you are already, at the time we first Introduce a Candidate to you, actively considering the Candidate for Engagement such that you believe that we have no entitlement to a Fee, it is important that you do not take any action to affirm our effort in relation to the Candidate and you notify us in writing within the notification period specified in the CSA Terms, or, if no period is specified, within 3 working days of the earliest date upon which you are able to identify the Candidate from the information we have provided, together with clear supporting evidence of your active consideration.

2.5 Wherever there is an Assignment we shall endeavour to advise you of the details as soon as possible unless, in the case of a Perm Placement, you have concluded negotiations with the Candidate direct. For the avoidance of doubt, whilst we may advise you of the details applicable to the placement of a Candidate, those details are relevant only to record rates agreed for the purposes of our Fee and your use of the Candidate but not further or otherwise.

2.6 In the case of a Temp Supply, we may confirm the detail of the Assignment to you and ask you to accept. However regardless

of any express acceptance the commencement of any work for you, or attendance at the Client Site, by the Candidate shall be deemed to be and constitute your acceptance of the Assignment

Section 3 – remuneration

3.0 For the purposes of our Fees, Remuneration is calculated as follows:

(a) subject to clause 3.0(b), the total proposed or projected sum (whichever is higher), payable by you or an End User for the benefit of the services of a Candidate under an Engagement for one calendar year from the earlier of the proposed or actual commencement of the service, together with the value attributable by HM Revenue & Customs, or for the avoidance of doubt, would be attributed by HM Revenue & Customs were the benefit subject to tax in the UK, of all taxable benefits provided under the Engagement, such value in respect of a motor vehicle being not less than £7,500

(b) calculation is on an annualised basis, so that the same payment rate or charge applicable during the period of an Engagement which is projected to be for less than a full calendar year shall be deemed to apply as if the Engagement were to continue for a full year, whether or not the Engagement continues for a full year.

3.1 Wherever there is an Engagement, not being a Temp Supply, in respect of which we believe (whether reasonably or otherwise) we may be due a Fee you shall, within 7 days of our written request, provide details of the Remuneration and such other material terms of the Engagement as we may request. If you do not inform us of the relevant Remuneration within 7 days of our enquiry, or by a later date we raise an invoice, the Remuneration shall be deemed to be an amount calculated on the basis of the higher of

(a) the rate payable by you under the last previous Assignment, or

(b) the highest amount or rate indicated by either you or us as payable for the services sought by you, or

(c) the highest amount achievable in the marketplace for a person of similar experience to work in the position that has been filled

such amount shall be determined by us based upon appropriate evidence.

3.2 For the avoidance of doubt in the case of an Offer that is withdrawn, Remuneration shall be calculated on the projected sum and/or value contained within the Offer.

Section 4 – fees and invoicing generally

4.0 You agree to pay our Fees and Expenses in accordance with the Payment Terms without deduction, set off or counterclaim, subject only to clauses 6.4 and 6.5.

4.1 Our Fees are due and payable by you whenever you use a Candidate, an Offer is made, we provide an Additional Service for which we have agreed a Fee, or otherwise as agreed in or pursuant to these Terms. For the purposes of these Terms, you 'use a Candidate' whenever there is an Engagement within the Fee Period, being where you Engage a Candidate (whether or not as an Assignment), or you introduce (by providing information or otherwise) a Candidate to an End User which enters into an Engagement of the Candidate. The date of an Engagement shall be deemed to be the earlier of the date of an agreement to Engage or the date of commencement of any services under an Engagement.

4.2 Save as otherwise provided for, Fees for Engagements and Assignments and how they are calculated are set out in the Fee Scales.

4.3 In the case of a Temp Placement we may as a concession ('Concession') agree to charge a single fee based on Remuneration calculated on a fixed period ('Fixed Period') of your Engagement of the Candidate instead of a Fee under Fees 2 (margin only) or under Fees 1 (for Perm Placements and Engagements), and in the event of an agreed Concession the following shall apply:

(a) it is a condition of our agreement to accept the Concession single fee that payment is made in accordance with the Payment Terms, time being of the essence

(b) we shall raise a single invoice for the agreed fee relevant to the Fixed Period

(c) if the Engagement extends beyond the Fixed Period ('Extension') we shall be entitled to charge a further Fee charged at our sole discretion

(i) on the same basis as the fee for the Fixed Period, for the period of the Extension, or

(ii) as a margin charge under Fees 2 for the period of the Extension and any subsequent Extensions, or

(iii) as a fee calculated under Fees 1 as if the Temp Placement were a Perm Placement at the time the Extension commences

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(d) clause 4.3(c) shall apply to each Extension in all cases save where we have charged a Fee under Fees 1

(e) you shall not be entitled to a refund or credit if the Engagement ceases before the end of the agreed fixed period, whether the Fixed Period or an Extension.

4.4 No Fee shall be chargeable for an Offer if, prior to the Candidate starting work, you withdraw the Offer on the grounds that you have since come into possession of information with supporting evidence provided to us that the Candidate is wholly unsuitable for the position offered by you.

4.5 Fees for an Additional Service will be agreed with you and are payable on delivery of the service or at such other time as may be agreed in writing.

4.6 An Engagement during Fee Period (b) is deemed to be as a result of the relevant Introduction unless you have complied with clause 2.4; accordingly, and for the avoidance of doubt, there is no implied term that an Introduction must be the effective cause of an Engagement during Fee Period (b). Without prejudice to the foregoing, if you have complied with clause 2.4, the evidence is that our Introduction was not the effective cause of the Engagement, and you have not taken any step to affirm our effort or involvement in respect of the Candidate, we shall release our Fee.

4.7 For the avoidance of doubt, save as where otherwise provided for

(a) where we have Introduced a Candidate your decision to Engage the Candidate based on or resulting from the use of Social Media or another source shall not disentitle us to our Fee

(b) we are entitled to a Fee for an Introduction

(i) regardless of an arrangement for a fee or otherwise that you may have with a third party relating to the same Candidate

(ii) howsoever you Engage the Candidate regardless of the job description for which the Candidate may be Engaged, whether the position sought to be filled by you has changed, or the role or tasks to be performed or undertaken by the Candidate are different from those provided to us in respect of the Requirement

(c) an Introduction entitling us to our Fee in the event of your Engagement shall be deemed to exist notwithstanding that you, or a person at your request, may have initially introduced the Candidate to us for the provision of all or part of our Services to you.

4.8 We may issue an invoice to you

(a) for the relevant Fee under each Engagement upon, or as soon as is appropriate after, the commencement of the Engagement, at any time after an Offer or, as the case may be, at the Invoicing Interval or at any times or intervals specified in these Terms or otherwise agreed

(b) for an Additional Service at the time agreed for the service, or in the absence of agreement, upon delivery of the service.

4.9 Whilst it is our normal practice to raise invoices for Temp Placements or Temp Supply at the relevant Invoicing Interval, time shall not be of the essence, our agreement to invoice shall not be subject to an implied condition that delay amounts to a waiver of any kind, and, for the avoidance of doubt, there shall be no limit save any statutory limit on the time by which we are obliged to raise a valid enforceable invoice.

4.10 All Fees are subject to value added tax which shall be charged in addition and, for the purpose of calculating our Fee, Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice, or in the case of a debt otherwise due and we so elect, the rate applicable on the date of actual payment.

4.11 In the case of an Engagement of which we have not been informed in advance (i.e. there is no Assignment), unless otherwise stated in the CSA Terms, Fees are payable within 14 days of commencement of the Engagement, the sum due in respect of the Fee being a debt due to us whether or not we have submitted an invoice.

4.12 Without prejudice to Section 6 (fees and records for temp supply), any dispute in respect of an invoice raised by us must be raised promptly and in any event by no later than the time for payment specified in the Payment Terms, time being of the essence, and in the absence of any dispute being raised the invoice shall be deemed to be accepted.

4.13 Interest is due on any overdue sum calculated at the rate of 2% per month.

Section 5 - Temp Supply and AWR compliance

5.0 Save to the extent qualified by Section 7, the provisions of this Section 5 and Sections 6 to 10 apply where we act as a Supplier

in relation to Temp Supply.

5.1 You agree as an on-going obligation throughout each Assignment to

(a) ensure that any equipment or vehicles provided by you for use in relation to the Temp Supply are in good order, suitable, safe and compliant with all relevant regulations and safety requirements

(b) maintain adequate insurances including Employer's and Public Liability Insurance which provides cover for Candidates under Assignment

(c) ensure that the Candidate is aware of your and an End User's rules and regulations applicable to external contractors

(d) provide such instructions and suitable facilities to the Candidate as are necessary to enable the Candidate to carry out the work, and to monitor performance and compliance with such instructions to the extent reasonably necessary to ensure your objectives are being achieved, but without conflicting with any other provision in these Terms

(e) allow us to suspend the services of the Candidate for the purposes of leave or sickness absence and we shall request the Candidate to notify you as soon as practicable

(f) refrain from discussing with the Candidate the terms of the Candidate's engagement with us, other than strictly as required for the proper objectives of the work required under the Assignment or as required by law.

5.2 You shall

(a) be responsible for the behaviour of other persons utilised by you to the extent such actions may give rise to a claim by the Candidate of unlawful treatment, including sexual harassment and unlawful discrimination, and take all reasonably practicable steps to prevent unlawful treatment in the workplace

(b) ensure that you and/or an End User have appropriate policies and processes in place to prevent unlawful treatment, and take such action as is necessary to stop any unlawful treatment.

5.3 You acknowledge and agree that

(a) the Candidate is not intended to be nor is, during an Assignment, an employee of yours and that there is no obligation on any party to perform or provide work for any specific period

(b) you have selected the Candidate due to the Candidate's skill, expertise and experience relevant to the work required under the Assignment and that you shall rely thereon for all purposes.

5.4 By reason of clause 5.3(a) you shall not integrate the Candidate into your workforce or treat the Candidate as an employee or do any act or thing towards the Candidate which may be regarded as the act of an employer towards an employee, for any purpose, but not so that this shall prejudice your obligations in relation to health and safety, the AWR or other specific obligations under these Terms.

5.5 By reason of clause 5.3(b) unless the nature of the work specifically requires that you supervise, direct or control the manner in which the Candidate provides services, you shall not and have no right to do so.

5.6 In relation to health and safety

(a) in respect of Candidates that are not PSCs or operating through PSCs you shall be responsible for the health and safety of the Candidate as if directly engaged by you, regardless of the location at which the work is undertaken, and, without limiting that responsibility in any way, you shall

(i) ensure that the work complies with all relevant health and safety procedures and requirements

(ii) before deploying the Candidate and at appropriate times during the Assignment undertake such risk assessments as are necessary, including with regard to any need for Personal Protective Equipment ('PPE') and not allow the Candidate to undertake any work that is hazardous without informing the Candidate and us in writing of any specific or potential hazards

(iii) where there is a need for PPE, ensure that the Candidate is provided with suitable PPE, at no cost to us or the Candidate, that such PPE is maintained in good order and appropriately stored, and that the Candidate receives appropriate instruction and training on the use of the PPE

(b) in respect of Candidates that are PSCs or operating through PSCs you shall be responsible for ensuring that any

premises, equipment, or materials made available for use by the Candidate complies with all relevant health and safety requirements, for carrying out appropriate risk assessments and provision of PPE where regulations so require; you also agree to ensure that the Candidate is aware of all relevant risks identified and/or procedures required to be followed.

5.7 To facilitate compliance with the AWR you agree the following:

(a) prior to the commencement of a Temp Supply or as soon as is reasonably practicable thereafter to provide us with the AWR information set out in the Schedule so we can check whether a Candidate has previously worked for you and those current terms and conditions that apply as Comparator Terms

(b) to answer additional questions relevant to AWR rights that we may raise

(c) you are responsible for informing us if Comparator Terms change at any time

(d) you acknowledge that we shall be entitled to increase our charge to reflect an increased entitlement of a Candidate resulting from change in the Comparator Terms

(e) liability under the AWR may attach to either Party if R.5 Rights are not correctly provided; accordingly, you recognise that we may rely upon the AWR information you provide, and we cannot accept liability in the event of a claim by a Candidate resulting from inaccuracy in the information provided

(f) to comply with your obligations under the AWR, including in respect of Day 1 Rights, and R.17 of the AWR

(g) not to discriminate against a Candidate on the grounds of maternity or pregnancy, and in particular take all reasonably practicable steps to make reasonable adjustments or modifications to remove or reduce the health and safety risk to acceptable levels.

5.8 Where an Assignment comprises of shift work, you agree to give us sufficient notice, such that we are able to give reasonable notice to the Candidate of

(a) the shift times including the start and end times, hours to be worked and location ('Shift Detail')

(b) any change to the Shift Detail, including a cancellation, curtailment or movement of the shift, and reasonable notice shall be the longer of the period, if any, stated in CSA - Part 1 or such period as may be determined with reference to Part 2 of Schedule A1 of the Employment Rights Act 1996.

Section 6 – fees and records for Temp Supply

6.0 For the period of supply our Fee will be calculated in accordance with Fees 3 of the Fee Scales, time spent being in accordance with records of time worked and/or services provided by the Candidate and material costs, if any. Whether or not a rate is agreed, we shall be entitled to increase our Fee to account for additional costs of supply incurred as a result of

(a) compliance with applicable legislation (whether specific to a particular Candidate, or applicable to our business or part of it) including relating to, the National Minimum Wage, the AWR, working time, National Insurance contributions, the Apprenticeship Levy (under Part 6 of the Finance Act 2016), tax requirements relating to the supply of Candidates including those under the OPR, auto enrolment and statutory pension contributions

(b) imposition of, or changes to existing, sectoral guidance or conditions with which suppliers to that sector are generally expected to comply.

6.1 Nothing in clause 6.0 shall disentitle you from terminating a Temp Supply in the event of an increase of our Fee, but not so that you may avoid payment of an increase for which you are already liable.

6.2 You agree at the end of the Validation Period to verify and confirm to us a correct record of hours worked by the Candidate, or, in the case of project work services chargeable upon deliverables, verify the objectives achieved. We may specify use of a system or suitable forms and/or methodology for verification ('System'), and in that event you agree to use the System for this purpose. You agree that your verification in accordance with this provision is conclusive evidence of the acceptance of time spent and/or works undertaken by the Candidate for the relevant period.

6.3 You agree to keep the records referred to under clause 6.2 until all matters under the Temp Supply are concluded, and for not less than 12 months after the end of the Temp Supply.

6.4 Without prejudice to clause 6.2, in the event of a query or dispute relating to the hours worked or services delivered, both Parties shall co-operate in good faith with a view to resolving the issue promptly, and each Party shall promptly provide to the other the evidence to support its position.

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6.5 Where you comply with clause 6.4 and you have first paid to us the amount due for the relevant undisputed time or other element, we agree that you may withhold a disputed amount for a period of 21 days or such longer period as we may agree, to enable the dispute to be resolved without prejudice to our entitlement to interest for late payment or our entitlement to issue an invoice and/or commence proceedings for recovery of our Fee.

6.6 For the avoidance of doubt

(a) your failure to verify or sign a record in accordance with clause 6.2 shall amount to a material breach of contract and you shall not be entitled to refuse payment to us based on such failure

(b) you are not entitled to withhold payment due to any matter relating to the quality of work by the Candidate

(c) notwithstanding any dispute, we are entitled to raise an invoice for our Fee

(d) we are entitled to rely on any information or verification you provide to us, whether such information is provided as a result of an automated system or otherwise, and you agree to indemnify us and keep us indemnified against any Loss we may sustain if the information provided is incorrect.

6.7 We shall be entitled to charge a Late Notice Fee if provided for in CSA - Part 1. If you do not comply with clause 5.8 we may charge a Late Notice Fee as specified in CSA - Part 1 (if any) or based on the total of the cost to us for compensating the Candidate, plus statutory payments and our margin charge at the rate included within a Fee charged under Fees 3, whichever is the higher.

Section 7 – capacity and fees

7.0 Where a Requirement is for an Introduction of a Candidate who may be supplied by us on a Temp Supply

(a) because you acknowledge that you may at any time employ the Candidate, the Requirement shall be, and shall be treated by both Parties as, a requirement for a Perm Placement in respect of which our capacity is as an Introducer until such time as you agree all the terms of the Temp Supply in relation to the Candidate at which time our capacity shall be as Supplier until the end of the Temp Supply

(b) the fact of termination of a Temp Supply shall constitute a Requirement by you for a further Introduction of the Candidate concerned in our capacity as an Introducer (although there is no obligation upon you to employ or engage the Candidate) and for the avoidance of doubt our capacity as a Supplier shall cease on such termination

(c) in relation to applicable terms for Fees

(i) Section 6 applies to Fees for the Temp Supply

(ii) this Section 7 and Section 8 apply in place of other relevant fees related terms.

7.1 If there is an Engagement before, during or after a Temp Supply (notwithstanding clauses 8.0 and 8.1) we are entitled to charge whichever is the greater of

(a) a Fee as an Introducer under the provisions in Section 4, or

(b) a Transfer Fee which may be due under Section 8 (in our capacity as a Supplier).

7.2 For the avoidance of doubt inclusion of this Section 7 within Sections relating to Temp Supply as laid out herein is for convenience only and does not imply that our capacity is otherwise than as described in this Section 7.

7.3 Where it is specifically agreed that our only service to you is for Temp Supply, Sections 7.0 to 7.2 do not apply.

Section 8 – fees on transfer and additional arrangements

8.0 This Section 8 applies only where we have Introduced a Candidate to you for the purposes of supply. Clauses 8.4 to 8.8 do not apply where there is an Opt Out Notice in respect of the Candidate.

8.1 Where a Candidate we have Introduced to you is Engaged, and the Engagement is not a Temp Supply, you shall pay us a Transfer Fee.

8.2 The Transfer Fee shall be calculated

(a) under Fees 4 where the Engagement is during or after a Temp Supply and within the Transfer Period

(b) under Fees 1 where there has been no Temp Supply and the Engagement is within the Fee Period.

8.3 The Transfer Period is either

(a) where there is an Opt Out Notice in respect of the Candidate, the Fee Period, or

(b) where there is no Opt Out Notice, that period within the later of 14 weeks from the first day of supply by us of the Candidate to you (disregarding a supply that ended more than 42 days prior to a new supply), or 8 weeks after the last day of supply.

8.4 Without prejudice to the provisions of Section 7, no Transfer Fee shall be due if all the following conditions are complied with:

(a) you give us written notice, stated to be a notice of election under these Terms, that you elect to take the Candidate under a Temp Supply for 12 months or such other period as we may agree ('Supply Period'); for the avoidance of doubt in the absence of the required notice neither an Assignment nor an extension of an existing Assignment shall qualify

(b) except for a Temp Supply, the Candidate has not already been Engaged at the time the notice in clause 8.4(a) is given to us

(c) you agree the notice is your unconditional agreement to Engage the Candidate as elected on the terms set out in clause 8.5 ('Optional Supply')

(d) the Optional Supply continues for the Supply Period without any breaks save for statutory breaks or other breaks similar to those allowed under any immediately preceding Temp Supply of the Candidate except where we are at fault in failing to supply the Candidate

(e) you comply with the terms of the Optional Supply in all respects and there is no material breach of these Terms by you.

8.5 Subject to clause 8.6, the terms of the Optional Supply are

(a) the same terms as those that applied to the last preceding Temp Supply of the Candidate where applicable, or

(b) where there has been no preceding Temp Supply of the Candidate, and at your request we are only acting as Supplier not as Introducer at the time of the notice under clause 8.4(a), all the terms herein that apply to a Temp Supply, the Fee being under Fees 3 and the Charge being 25% of Total Cost.

8.6 The terms of the Optional Supply may be amended by written agreement and in any event we shall be entitled to increase our Fee where we are required, either by the Candidate or by statutory requirements, to increase our payment to or relating to the Candidate. The increase in Total Cost to reflect such sum as is required, but we shall not be entitled to increase the amount of the Charge element of the Total Cost.

8.7 Where an Optional Supply follows a Temp Supply

(a) your agreement to alternative terms or an increase in Fee is your unequivocal acceptance that the different terms do not represent terms that are less favourable to you than under the last preceding Temp Supply of the Candidate

(b) if, despite your agreement in clause 8.7(a), you later maintain that the terms are less favourable to you, the period of supply, which would otherwise have been regarded as an Optional Supply, shall be regarded as a period of new supply and shall be a new Temp Supply to which all the provisions in these Terms, including this Section 8, apply.

8.8 For the avoidance of doubt

(a) we shall not be at fault in failing to supply the Candidate under an Optional Supply if the Candidate does not provide services because the Candidate is not ready, willing or able to do so, or if the services are not provided or the Optional Supply is terminated due to a material breach of these Terms by you

(b) if an Optional Supply is ended prematurely for any reason other than our own fault you shall not be entitled to a discount against the Transfer Fee should you then Engage the Candidate other than under an Assignment for which we are due a Fee, and we may at our discretion either issue an invoice for the Transfer Fee or for the balance of Fees due to us as if the Optional Supply had continued for the agreed term

(c) no Fee for an Introduction or Transfer Fee is due where there has been an Optional Supply which fully complies with the conditions of this Section 8.

Section 9 – suspension and termination of Temp Supply

9.0 You may terminate an Assignment by giving notice to us

(a) of the notice period where a notice period is agreed for termination, or immediately if there is no notice period

(b) if we have agreed to Introduce a suitable alternative Candidate within an agreed period but fail to do so.

9.1 Where a notice period is required and notice is given under clause 9.0(a), the Fee for the period of such notice shall be paid by you whether you utilise the services of the Candidate for that period.

9.2 We may terminate an Assignment upon giving you notice where a notice period is agreed for termination, or immediately if there is no notice period.

9.3 We may at our sole discretion suspend or terminate a Temp Supply immediately without liability and without prejudice to any right for relief if

(a) you are in breach of a provision in these Terms, or, being an Optional Supply, you are in material breach of a provision in these Terms

(b) we form the opinion for any reason, which need not be reasonable, that

(i) you may not meet your obligations to us or the Candidate, or

(ii) the Candidate may no longer be willing, able or suitable to undertake work for you, or

(iii) the continuation of the Temp Supply may be detrimental to you, us, or the Candidate, including detriment from reputational damage

(c) the cost of a Temp Supply changes as a result of legislation

(d) where Section 10 applies, you issue an SDS that changes the determination of status made under an earlier SDS or which affects the tax treatment of the Candidate, for example where you have previously provided us with an OPR Exempt Statement which is no longer correct

(e) you are subject to a Cessation Event and in this event you acknowledge and agree that the continuation of the Temp Supply will result in undue hardship to us.

9.4 In the case of termination under clause 9.3 you agree we are not at fault and you accept that we have taken a prudent commercial step to avoid loss.

Section 10 – provisions for special category Candidates

10.0 This Section 10 applies to Candidates we supply to you who may operate through an intermediary, including a PSC, and/or are in business on their own account, and/or operate under the CIS.

10.1 Where it has been agreed that a Candidate we supply will or may be a PSC the following shall apply:

(a) save where you have provided us with an OPR Exempt Statement, you shall promptly, and in any event prior to the Assignment, provide us with an SDS

(b) whether before, during or after an Assignment, you shall undertake regular reviews of the conclusion reached in the SDS, and promptly and as soon as you become aware of the same, notify us should you have reason to believe that the conclusion has changed such that the SDS may no longer be correct and provide us with a new SDS with details of the date and nature of the change

(c) where you have provided us with an OPR Exempt Statement, whether relevant to a current or previous Assignment, you must inform us immediately if the statement is no longer correct.

10.2 You agree that we shall be entitled to rely upon the determination contained in an SDS or a continuing OPR Exempt Statement and acknowledge that we may treat payment to the PSC in accordance with that determination or statement as the case may be; accordingly

(a) in the event that the SDS or an OPR Exempt Statement is subject to a challenge or deemed inaccurate or incorrect by a Tax Authority (whether the conclusion of the Tax Authority is correct) you shall indemnify us and keep us so indemnified against any Loss arising from dealing with a claim or demand made by any government or regulatory body

(b) if you notify us in accordance with clauses 10.1(b), 10.1(c), or 10.3, or we otherwise have reason to believe that an SDS or OPR Exempt Statement may be challenged or incorrect, we shall be entitled to adjust our Fee and our invoices to account for any additional costs of supply we incur or should have incurred as a result and/or we may without liability terminate the Temp Supply.

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10.3 You agree to inform us immediately if the arrangement under which the Candidate is supplied to you is subject to enquiry (whether informal or otherwise) or investigation by a Tax Authority.

10.4 In the case of a PSC or a Candidate operating under CIS

(a) unless and until in writing you have first informed us otherwise, you agree that neither you nor an End User shall supervise, direct, or control the Candidate and that we shall be entitled to rely upon this provision as conclusive

(b) the Candidate or company, as the case may be, shall be entitled to provide an alternative person to perform the services under the Assignment, provided that you have given your prior written agreement to do so, which you agree not to unreasonably withhold in the case of a suitably qualified individual who meets your criteria

(c) without affecting the arrangements for supply and payment through us, your status in relation to that individual is as a client or customer of that profession or business undertaking so carried on, and the individual is not an Agency Worker by virtue of R.3(2)(b) of the AWR; accordingly, in these circumstances we agree to inform you of the profession or business undertaking so carried on, and where we do so, subject to clause 10.4(d), clause 5.7 shall not apply

(d) where we inform you that the individual is carrying on a profession or business undertaking, it will be our reasonable belief from information provided to us by the Candidate that this is the case; accordingly, should you become aware of any circumstances leading to the conclusion that the Candidate is not in fact carrying on a profession or business undertaking, clause 5.7 shall apply and you must inform us immediately and provide us with the information as required therein.

10.5 Nothing in this Section 10 shall prevent you or an End User from providing reasonable instructions in relation to the scope and requirements for the work to be done, or for verifying that time has been worked or milestones achieved or requiring adherence to policies applicable to external contractors including health and safety or security.

10.6 Where we have informed you that the Candidate under an Assignment is a company, provided that the role does not involve working with vulnerable persons as defined by the Conduct Regulations, we will normally have received an Opt Out Notice; accordingly, you acknowledge that in all cases we have received an Opt Out Notice unless we inform you otherwise.

Section 11 - confidentiality and non-solicitation

11.0 You shall keep all information comprising an Introduction confidential and not use it for any purpose other than that disclosed by you to us at the time the information was requested. In particular you shall not directly or indirectly

(a) provide any information relating to a Candidate (except for a Candidate who you have employed) or information relating to an employee of ours to a third party for any purpose other than in the normal course of your business undertaking, that purpose excluding providing information to enable another person to hire a person to provide work services in any capacity

(b) other than where you have complied with Section 8 in the case of a Candidate, induce nor seek to induce a Candidate that is engaged by contract to us or an employee of ours to terminate such contract for any reason and it is agreed that should you be in breach of this provision you shall be liable to us for liquidated damages for each breach in the sum equivalent to 12 months of our Charge in Fees 3 or£10,000, whichever is the higher, being estimated damages that you agree are reasonable for our loss.

11.1 Subject to clause 11.2, no Party shall divulge to any other person, or use for its own benefit, any information capable of being confidential relating to the affairs or business or business methods of the other, or confidential information, received from the other, 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.

11.2 You acknowledge that the information you have provided to us may be disclosed to third parties involved in the provision of the Services to you with whom we may deal, including Candidates.

11.3 No Party ('the First Party') shall, for the duration of these Terms or for a period of 12 months following the termination of an Assignment, directly or indirectly solicit or entice into their employment any person employed by the other party ('the Second Party') with whom the First Party has had dealings arising from these Terms, without the Second Party's prior written consent.

Section 12 - data protection

12.0 Save where expressly agreed otherwise in writing, the capacity of each Party under this agreement shall be that of Data Controller, and each Party shall be responsible for its own compliance with the Data Laws.

12.1 The Services we provide may involve the provision by us of Personal Data including information relating to Candidates, our staff or third parties with whom we have dealings in respect of our Services. Personal Data may include CV's, information relating to suitability, qualifications and experience, work records and absence information, and may in some cases include sensitive Personal Data where we consider it necessary. Information and Personal Data so provided is for the purposes of evaluating Candidate suitability, administering placements and compliance with our obligations.

12.2 You will hold Personal Data we provide securely and confidentially and shall not use it or any part of it for any unlawful purpose, nor any purpose unrelated to the provision by us of our Services, and specifically, you shall not

(a) provide the Personal Data to any person other than the person to whom we have submitted the Personal Data in the first place

(b) include the Personal Data in any data or subsets of Personal Data nor use it for marketing, advertising, or other promotional purpose.

12.3 The information you have provided to us, including Personal Data, may be disclosed to third parties involved in our Introduction of Candidates to you with whom we may deal, and to Candidates and others with whom we deal, in order to comply with regulatory obligations and to meet our practical and legitimate interest in providing a professional service.

12.4 You shall co-operate with us in the event of a request by a Data Subject to enforce rights under the Data Laws, a complaint or an investigation by the Information Commissioner's Office or any other regulatory body or supervisory authority.

12.5 You warrant that

(a) you will at all times comply with applicable Data Laws in respect of Personal Data provided by us to you

(b) you have appropriate technical and organisational measures within your organisation, including measures which protect against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data

(c) Personal Data you provide to us will be lawfully obtained, compliant with the Data Laws

(d) you have drawn our Privacy Notice to the attention of staff deployed by you to interface with us.

12.6 The restrictions within clause 12.2 shall cease to apply to Personal Data processed in relation to a relevant Candidate following your employment of that Candidate.

Section 13 – liability

13.0 You shall at all times comply with all applicable laws and regulations relevant to your relationship with us or a Candidate, including the AWR, the Equality Act 2010 and the Data Laws and you agree that you shall not take any action which would cause us to be in breach of our obligations under any applicable legislation.

13.1 By reason of your obligations and responsibilities in these Terms

(a) we shall not be liable for any loss or damage arising out of a representation, including a mistake or misrepresentation, made by us in good faith that may have induced you to accept a Candidate and/or an Assignment, or for a breach of contract, negligence or tort of the Candidate

(b) neither we nor our staff shall be liable to you for any loss, damage, delay, or compensation of any kind whether in contract or tort, or for breach of the Conduct Regulations, the AWR or the Data Laws by any person other than us, which may arise out of these Terms or an Assignment, save to the extent that exclusion of liability is prohibited by law.

13.2 Without prejudice to clause 13.1, other than where liability cannot be limited by law, our liability shall in any event be in respect of direct losses only, and limited to the amounts as specified in the CSA Terms, or if no such amount is specified, liability shall not exceed £1million and be limited in the case of

(a) a Perm Placement to the lower of repayment of our Fee, or £10,000

(b) a Temp Placement to our Fee under Fees 2 for one month

(c) a Temp Supply to a sum equivalent to the Charge under Fees 3 payable for one month under the relevant Assignment.

13.3 You shall fully indemnify and keep us so indemnified against any Loss arising

(a) from incorrect or incomplete information provided by you to us, including a failure to provide us with any

information as requested by us, or required by statute

(b) out of a material breach of a provision in these Terms

(c) from a claim by a Candidate, relevant authority or regulatory body in relation to a matter under Section 5 for which you have responsibility

(d) from a claim made by you for which we are not liable pursuant to clause 13.1.

13.4 You agree to pay our costs reasonably incurred related to recovery of a Fee which is properly due from you but unpaid.

13.5 You agree that the liability terms and limits set out herein are reasonable.

Section 14 - other terms

14.0 In respect of a Temp Placement where the Candidate operates as a company, as the Engagement is direct and not a supply by us, you are solely responsible for compliance with AWR or tax requirements that may apply to your direct relationship with the Candidate.

14.1 Unless you have notified us otherwise prior to the commencement of an Assignment, you warrant that there are no circumstances relevant to the work, or any aspect of an Assignment, which may result in the Candidate suffering a detriment of any kind.

14.2 Where a Candidate who is not an employee of yours is required to live away from home in order to work for you, you agree to arrange suitable accommodation for the Candidate and pay the travel costs to and from that accommodation, unless we agree otherwise.

14.3 We are authorised by you to advertise in any medium we deem appropriate to source Candidates where you have issued a Requirement to us.

Section 15 - general terms

15.0 Whilst at all times we shall act in good faith we give no guarantee or warranty that we will be able to locate a suitable Candidate, or that a Candidate we Introduce is suitable for your purposes at any time, and 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.

15.1 In the event of a query or dispute relating to the progress of the Services or any matter under these Terms the Parties 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.

15.2 Pursuant to the Contracts (Rights of Third Parties) Act 1999 the Candidate has the benefit of clauses 5.1(a) to (d), 5.6, 5.7(f), and 14.2, and it is the intention that you should be able to directly enforce against the Candidate the obligations of the Candidate towards you that are contained in the agreement between us and the Candidate. Other than for third party rights specifically conferred in or under these Terms, the Contracts (Rights of Third Parties) Act 1999 is excluded.

15.3 Nothing herein creates a relationship of legal agency to the extent that one Party is able to enter into an arrangement with any other person on behalf of the other Party.

15.4 You may not assign your rights, transfer, or subcontract this agreement or any rights, or obligations 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.

15.5 You agree these Terms including this provision and the limitations on liability herein are reasonable, and you acknowledge that you have not relied on any representations made by us that are not set out in these Terms.

15.6 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.

15.7 For the purposes of interpretation

(a) the definitions and meanings 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) references to 'include', 'includes' or 'including' in these Terms shall, unless the meaning is intended to be exclusive, mean 'without limitation'

(d) each portion of these Terms defined by punctuation, paragraphs, sections, or numbering, is separate, distinct and severable and to give meaning to the intention 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

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

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

15.9 No notice of termination by either party of this agreement shall have any effect other than to end the provision of our services from the date of the termination and specifically shall have no effect on our entitlement to a Fee or remedy due to us or which may become due to us under these Terms.

15.10 Save as provided for, these Terms shall prevail in the event of a conflict between them and an Assignment. Where a provision in the CSA - Part 1 conflicts with the CSA - Part 2, the terms in the CSA - Part 2 shall prevail. 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, not further or otherwise.

15.11 These Terms relate to our general relationship and each Assignment and, subject only to the terms of an Assignment or a variation provided for in clause 15.12, these Terms comprise the sole and entire agreement between the Parties relating to the business described, supersede any previous agreement between you and us and, subject only as provided for, override any terms proposed or provided by you to us at any time or by any method including within any digital application.

15.12 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 orally or otherwise) and confirmed in writing by an authorised officer of ours; no other action by us shall be capable of implying our agreement.

15.13 The laws of England and Wales govern these Terms and the English Courts shall have sole jurisdiction.

SCHEDULE
INFORMATION REQUIRED

Information needed for a Requirement – clause 2.1

Sufficient information to enable us to seek a Candidate including

- the position to be filled and date for commencement nature
- of the work and/or position required
- working conditions and location
- proposed salary, budget and/or other payment terms
- issues relating to health and safety relevant to a Candidate including details of any PPE that is to be provided by you
- minimum experience, certifications and qualifications required for a Candidate to be acceptable for the position
- confirmation that you have all necessary licences and consents required for the proposed work other
- information which may be relevant to the decision of a candidate to accept the position restrictions on type of
- candidate, in particular if you have policy relating to the engagement of company candidates

AWR information – clause 5.7

Previous work - If the Candidate we supply or propose to supply has previously worked for you, details of any previous work engagement/s where the Candidate's previous engagement ended (a) due to maternity and/or (b) within the previous 6 months, the details in either case including the dates of the engagement, the capacity in which the Candidate was engaged, and the reason for the engagement ending.

Comparator Terms - information to enable us to determine the pay and basic working and employment conditions as set out in R.6 of the AWR that are ordinarily in force within your business and which would have been applicable had the Candidate been engaged directly by you on the first day of their assignment to do the same job.

This information may be provided to us by completing any form we provide.

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