

FREELANCE STAFF

These terms of business are made between CONCEPT PERSONNEL LIMITED, T/A CONCEPT ONYX RECRUITMENT of Cobalt Business Exchange, Newcastle upon Tyne, NE28 9NZ; and

Concept Personnel Ltd  
Cobalt Business Exchange  
Newcastle upon Tyne  
NE28 9NZ

Tel: 0191 280 5600

info@weareconceptonyx.com  
www.weareconceptonyx.co.uk

Company reg: 4682213

..... ("the Client").



1. DEFINITIONS

In these Terms of Business, unless the context requires otherwise, the following words shall have the following meanings:-

- 1.1 "the Assignment" means the period during which a Freelancer is supplied by Concept to provide the Services to the Client the details of which are as set out on the Assignment Details Form.
- 1.2 "Assignment Details Form" means written confirmation of the details of the Assignment agreed with the Client and as varied from time to time.
- 1.3 "AWR" means the Agency Workers Regulations 2010.
- 1.4 "the Client" means the individual, firm, company or body to whom the Freelancer is supplied or to whom there has been an Introduction.
- 1.5 "Data Protection Laws" means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory and regulatory provisions in force from time to time relating to the protection and transfer of personal data.
- 1.6 "Engages/Engaged/Engagement" means the engagement, employment or use of the Freelancer (excluding an Assignment) directly by the Client or any third party to whom the Client introduces the Freelancer or through any other employment business (but not Concept) on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement; or any other engagement.
- 1.7 "Freelancer" means any individual, firm or company Introduced by Concept to the Client or whose Services are supplied by Concept to the Client.
- 1.8 "Insolvency Event" means each and any of the following in relation to a party:
  - (i) any action (corporate or otherwise), legal proceedings or other procedure or step taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party;
  - (ii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a party or any of its assets; (iii) the enforcement of any security over any assets of a party;

or (iv) the attachment, sequestration, distraining upon or execution over or affecting any material asset of a party, and in any case which is not withdrawn or dismissed as soon as reasonably practicable;  
(b) the party is unable to pay its debts as they fall due or is insolvent; or

(c) the party enters into a composition or arrangement with its creditors or any class of them.

- 1.9 "Introduction" means (i) the Client's interview of a Freelancer in person or by telephone, following the Client's instruction to Concept to supply a Freelancer; or (ii) the passing to the Client by Concept of a curriculum vitae or information which identifies the Freelancer; or (iii) the obtaining of information by the Client from the Website that identifies the Freelancer, whichever is earlier.

- 1.10 "Losses" means any liabilities, losses, actions, proceedings, damages, costs, expenses (including legal expenses and professional fees and disbursements), fines, penalties, claims and demands.

- 1.11 "Qualifying Period" means 12 continuous calendar weeks during which, in each such week, the Freelancer is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for, and under the supervision of, the relevant Client, and in the same role within the meaning of Regulations 7 and 8 of the AWR. For the purpose of this definition, a calendar week will commence on the same day as the relevant Assignment unless, prior to such relevant Assignment, the Freelancer has worked in any assignment in the same role as the relevant Assignment with the Client via one or more Temporary Work Agencies and the relevant Qualifying Period commenced in such assignment, in which case it will commence on the same day as the first such assignment commenced. For the purpose of this definition, when calculating whether any weeks count as continuous calendar weeks, Regulations 7 and 8 of the AWR shall apply and no account shall be taken of any period before 1 October 2011.

- 1.11.1 "Relevant Period" means whichever of the following periods ends later, namely:-

- 1.11.2 the period of 8 weeks commencing on the day after the day on which the Freelancer last worked for the Client pursuant to being supplied by Concept; or

- 1.11.3 the period of 14 weeks commencing on the first day on which the Freelancer worked for the Client pursuant to the supply of the Freelancer to the Client by Concept, save that no account shall be taken of any supply that occurred prior to a period of more than 42 days during which the Freelancer did not work for the Client in assessing the first day of work.
- 1.12 "Remuneration" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and emoluments (whether taxable or not) payable to or receivable by the Freelancer for services provided to or on behalf of the Client or where applicable a third party as may be varied from time to time pursuant to these Terms of Business. Where the Freelancer is provided with a company car, a notional amount of £3,000 will be added to the annual salary in order to calculate any fees due to Concept.
- 1.13 "the Services" shall mean the tasks or duties from time to time performed by the Freelancer for the Client.
- 1.14 "Temporary Work Agency" means a temporary work agency as defined by Regulation 4 of the AWR.
- 1.15 "Website" means Concept's website which is located at [www.conceptpersonnel.com](http://www.conceptpersonnel.com)
- Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms of Business) and all subordinate legislation made (before or after these Terms of Business) under it from time to time.
- The headings contained in these Terms of Business are for convenience only and do not affect its interpretation.
- 2. CONTRACT**
- 2.1 These Terms of Business together with any Assignment Details Form(s) constitute the contract between Concept and the Client for the supply of Freelancer(s) by Concept to the Client and are deemed to be accepted by the Client by virtue of signature of these Terms of Business by or on behalf of the Client or the Client's request for, interview with or Engagement of the Freelancer or the passing of any information about the Freelancer to any third party following an Introduction.
- 2.2 No variation can be made to these Terms of Business without the written agreement of an authorised representative of Concept.
- 2.3 These Terms of Business supersede and replace all previous terms of business relating to the provision of Freelancers.
- 2.4 The Client shall ensure that the Freelancer is allowed to access the collective facilities and amenities provided by the Client on an equal footing with its comparable employees or workers and shall not treat the Freelancer less favourably in relation to such access unless refusal or less favourable treatment can be justified on objective grounds.
- 2.5 The Client will comply with its obligations under Regulation 13 of the AWR.
- 3. CHARGES**
- 3.1 The Client and Concept agree that the AWR will apply to Freelancers carrying out Assignments and that after a Freelancer has completed the Qualifying Period, the Freelancer will be entitled to receive the basic working and employment conditions he/she would be entitled to for doing the same job had he/she been recruited directly by the Client as an employee or a worker at the time the Qualifying Period commenced or the same basic working and employment conditions as a comparable employee in accordance with Regulation 5 of the AWR.
- 3.2 The Client shall pay to Concept the hourly rate or project charge advised at the time of booking and set out on the Assignment Details Form (or any variation to it). In the case of an hourly charge, hours are paid and charged to the nearest quarter of an hour (rounded up). If more than 8 hours are worked in any one weekday, these shall be considered as overtime and charged at one and one half times the hourly rate ("the Overtime Rate"). All time worked at weekends and on public holidays will be charged at the Overtime Rate. All other costs agreed at the time of booking shall be listed in the invoice (e.g. accommodation, travelling costs etc). The fees charged represent the hourly rate paid to the Freelancer (including holiday pay and, if applicable, any other amounts to which the Freelancer is entitled pursuant to the AWR), in addition to the National Insurance contributions and PAYE Income Tax paid on the Client's behalf, plus commission charged by Concept calculated as a percentage of the Freelancer's pay. The fees charged shall comply with Regulation 5 of the AWR and as such will include the cost of providing all basic working and employment conditions after the relevant Freelancer has completed the Qualifying Period. Concept shall make the final decision as to the relevant terms to be applied to each Freelancer in order to comply with the AWR.
- 3.3 Concept retains the right to review and amend the hourly rate or project charge at any time and for any reason. In particular Concept retains the right to review and amend the hourly rate or project charge:-
- 3.3.1 in order to comply with any additional liability imposed by statute or other legal entitlement including but not limited to additional liability arising under the AWR following completion of the Qualifying Period by a relevant Freelancer; and/or
- 3.3.2 if there are any changes to the information provided in accordance with clause 5.3.
- 3.4 If the duties or duration of the Assignment change the Client shall notify Concept immediately. This may alter the project charge or the hourly rate and Concept expressly reserves the right to amend the project charge or the hourly rate as Concept deems appropriate.
- 3.5 If the Freelancer is awarded a bonus pursuant to

clause 5.10 the Client shall in addition to the charges specified in this clause 3 pay the amount of such bonus (including National Insurance contributions and Concept's commission on the bonus) to Concept immediately.

3.6 No refunds or rebates of these charges are payable to the Client.

3.7 VAT, if applicable, is payable on the entirety of these charges.

#### 4. INVOICES

4.1 Concept shall raise invoices weekly.

4.2 Invoices are payable in full within 14 days of the date of the invoice and are not subject to discounts, reductions, or rebates of any kind, including but not limited to any counterclaim or set-off.

4.3 Where the Client fails to make payment on the due date the total fees payable become due and payable upon demand and Concept may:-

4.3.1 refuse to complete any other contract between Concept and the Client;

4.3.2 set-off any sums paid by the Client to Concept in relation to any other contract against the sums owed by the Client;

4.3.3 charge the Client interest (both before and after judgement) at the rate of 8% per annum over Barclays Bank plc base rate from time to time; and

4.3.4 withdraw the Freelancer(s) either on a temporary or permanent basis. For the avoidance of doubt full payment for hours already worked by the Freelancer shall remain payable by the Client in such circumstances.

4.4 Concept shall be entitled to recover all reasonable legal costs incurred in connection with the recovery of sums due and outstanding from the Client.

4.5 Concept shall be responsible for the payment of the Freelancer and all applicable deductions including where appropriate, National Insurance Contributions and PAYE Income Tax.

#### 5. INFORMATION TO BE PROVIDED

5.1 When making an Introduction of a Freelancer to the Client, Concept shall inform the Client of the identity of the Freelancer; that the Freelancer has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; that the Freelancer is willing to work in the Assignment and whether the Freelancer will be employed by Concept or engaged by Concept under a contract for services.

5.2 If, after 1 October 2011, the Freelancer has before the relevant Assignment starts and/or during the relevant Assignment:-

5.2.1 worked in the same or a similar role (as the Assignment) with the Client via any third party (whether another employment business or otherwise); and/or

5.2.2 either (a) completed two or more assignments with the Client and/or (b) worked in more than two roles during an assignment with the Client and on two or more occasions worked in a role which was different from the previous role, the Client shall as soon as

possible prior to the start of an Assignment and during each Assignment (as appropriate) and at any time on request by Concept confirm to Concept that 5.2.1 and/or 5.2.2 (a) and/or (b) applies (as the case may be) and provide full details of the work carried out, the locations at which the work was done, the period during which the work was done and any other details requested by Concept.

5.3 When making a request for the provision of a Freelancer the Client will provide full information and do all things necessary to enable Concept to comply with the AWR. As soon as possible prior to the commencement of an Assignment and, as appropriate, during each Assignment and at any time at Concept's request the Client shall give Concept full details of any information which may be required by Concept to fulfil its obligations under the AWR after such Freelancer has completed the Qualifying Period. In particular the Client shall provide written details of the basic working and employment conditions the Freelancer would be entitled to for doing the same job if the Freelancer had been recruited directly by the Client as an employee or worker at the time the Qualifying Period started or those basic working and employment conditions of a comparable employee for the purposes of Regulation 5 of the AWR, to include those terms ordinarily included and relating to:-

5.3.1 pay (including any sums payable to a worker of the Client in connection with their employment, including any fee, bonus, commission, holiday pay or other employment benefit whether payable under contract or otherwise, pay and benefits structures and performance assessment processes);

5.3.2 duration of working time;

5.3.3 night work;

5.3.4 rest periods;

5.3.5 rest breaks; and

5.3.6 annual leave.

5.4 The Client shall inform Concept whether information relates to a hypothetical directly recruited employee or worker or a comparable employee for the purposes of Regulation 5 of the AWR.

5.5 The Client shall also provide full details as to the basis on which it considers an individual is a comparable employee for the purposes of Regulation 5 of the AWR.

5.6 The Client will comply with all requests for information and any other requirements to enable Concept to comply with the AWR.

5.7 The Client also undertakes throughout each and every Assignment to notify Concept of any changes to the information provided in accordance with clause 5.3 and to provide updated information to Concept as soon as is reasonably practicable, and in any event no later than three business days following the implementation of such changes.

5.8 In the event the Client does not have any employees or workers who carry out the same role as the Freelancer, the Client shall confirm this in writing to Concept together with full details as to the basis on which this is considered by the Client to be the case.

- The Client shall provide such further information as requested by Concept to enable Concept to establish the position to its satisfaction.
- 5.9 Subject to information which is in, or comes into, the public domain, Concept agrees to keep secret all information relating to terms and conditions of employment in place within the Client's business disclosed to Concept in accordance with clause 5.3 and not to use such information except for the purpose of complying with the AWR (which shall include dealing with a Freelancer's complaint, request for information or claim relating to the AWR).
- 5.10 In the event the Freelancer may be entitled to receive a bonus pursuant to the AWR, the Client will assess the Freelancer's performance pursuant to the Client's relevant performance assessment process and inform Concept of the outcome of such process including the amount of any bonus awarded. The Client will provide any other information about the assessment to Concept on request including copies of documentation.
- 6. TIMESHEETS**
- 6.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of less than one week) the Client shall sign each Freelancer's timesheet to verify the number of hours worked by each Freelancer during that period.
- 6.2 By signing the Freelancer's timesheet the Client is confirming the number of hours worked by that Freelancer. If the Client refuses to sign a Freelancer's timesheet because there is a dispute about the number of hours claimed, the Client must inform Concept as soon as reasonably practicable and in any event within 2 working days. The Client shall co-operate fully and in a timely fashion with Concept to enable Concept to establish what hours, if any, were worked by the Freelancer. Failing to sign the Freelancer's timesheet does not absolve the Client's obligation to pay the fees in respect of any hours worked by the Freelancer.
- 6.3 The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Freelancer. In cases of unsatisfactory supply the Client should apply the provisions of clause 9.
- 7. TRANSFER & INTRODUCTION RATES**
- 7.1 Subject to clause 7.2, in the event of the Engagement by the Client of a Freelancer or former Freelancer, supplied by Concept for an Assignment, within the Relevant Period the Client shall pay a transfer fee in accordance with clause 7.8 below ("the Transfer Fee").
- 7.2 Where the Client wishes to Engage a Freelancer as referred to in clause 7.1, the Client, on giving 5 working days' notice, shall be able to opt for an extended period of supply of the Freelancer for a period of 8 months during which the Client shall receive and pay for the Services of that Freelancer via Concept on the terms and conditions set out in these Terms of Business. Where this option is taken the Transfer Fee will be waived, provided that the Client conforms fully with the conditions of the extended supply period.
- 7.3 In the event that there is an Introduction of a Freelancer to the Client which does not result in the supply of that Freelancer by Concept to the Client, but which leads to an Engagement of the Freelancer by the Client within 6 months from the date of Introduction the Client shall be liable to either:-
- 7.3.1 an extended period of supply of the Freelancer for a period of 8 months during which the Client shall receive and pay for the Services of that Freelancer via Concept on the terms and conditions set out in these Terms of Business; or
- 7.3.2 an introduction fee in accordance with clause 7.9 ("the Introduction Fee").
- 7.4 If the Client elects for an extended period of supply, as set out at 7.2 or 7.3.1 above, but before the end of such period Engages the Freelancer or the Freelancer chooses not to be supplied for the extended period, the Transfer Fee or Introduction Fee may be charged as appropriate.
- 7.5 In the event that a Freelancer supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Freelancer by the third party within the Relevant Period the Client shall be liable to pay the Transfer Fee.
- 7.6 In the event that there is an Introduction of a Freelancer to the Client which does not result in the supply of that Freelancer by Concept to the Client, but the Freelancer is introduced by the Client to a third party which results in the Engagement of the Freelancer by the third party within 6 months from the date of the Introduction, the Client shall be liable to pay the Introduction Fee.
- 7.7 No refund of the Transfer Fee or Introduction Fee will be made by Concept to the Client in the event of the subsequent termination of such Engagement.
- 7.8 The Transfer Fee is calculated by reference to the value of the initial annual Remuneration paid to the Freelancer (either by the Client or any third party to whom the Client introduces the Freelancer) based on a fee of 21%.
- 7.9 The Introduction Fee is calculated by reference to the value of the initial annual Remuneration paid to the Freelancer (either by the Client or any third party to whom the Client introduces the Freelancer) based on a fee of 21%.
- 7.10 On request by Concept the Client shall estimate the commission and/or bonuses which the Client reasonably considers the Freelancer will earn in the first year of an Engagement and shall notify this figure and the figure for initial annual Remuneration to Concept.
- 7.11 Where the Client fails to comply with clause 7.10 within 14 days of a request by Concept, Concept shall, in its absolute discretion, be entitled to estimate the initial annual Remuneration by reference to similar positions in the market.
- 7.12 For the avoidance of doubt, in the event of an Introduction of a Freelancer by more than one employment agency or employment business, the Introduction Fee shall remain payable by the Client, unless the Client can provide written evidence that: -
- 7.12.1 the Freelancer's details were received in writing from

- another employment agency or employment business before being received from Concept; and
- 7.12.2 the other employment agency or employment business had the authorisation of the Freelancer to introduce the Freelancer to the Client.
- 7.13 Please note that, for the avoidance of doubt, the Introduction Fee shall remain payable if a Freelancer is Engaged within the period outlined at clause 7.3 above, even if the Freelancer has made a private or independent application for a job with the Client and whether or not in relation to the same position that the Freelancer was Introduced by Concept.
- 8. SUPPLY & SUITABILITY**
- 8.1 Concept shall use reasonable endeavours to supply such Freelancers as may be required by the Client throughout the duration of these Terms of Business.
- 8.2 While Concept cannot warrant the technical or professional competence of the Freelancer(s), Concept shall use reasonable endeavours to ensure reasonable standards of skill, integrity and reliability from the Freelancer(s). All Freelancers proposed by Concept will be selected by reference to the Client's specified criteria and, where required by law, their technical qualifications and suitability will be checked and verified, so far as reasonably practicable.
- 8.3 Notwithstanding clause 8.2 above and because Freelancer(s) are engaged on a contract for services to provide the Services to the Client and because the Client is solely responsible for the supervision of the Freelancer(s) in the execution of the Services, no liability (whether in contract, tort (including negligence) or otherwise at law) will be accepted by Concept for any Losses incurred by the Client or arising otherwise in connection with any act, omission or neglect on the part of the Freelancer(s) in executing the Services. For the reasons given above, no liability will be accepted by Concept for any Losses or delay arising from any failure to provide a Freelancer for all or part of an Assignment or to provide any particular expertise or from the negligence, dishonesty, misconduct or lack of skill of the Freelancer(s) or as a result of the Freelancer(s) terminating the Assignment for any reason.
- 8.4 Concept shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Freelancer supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 11. In such circumstances, Concept shall have the right to replace a Freelancer with another, acceptable to the Client.
- 8.5 The Client shall notify Concept immediately and without delay and in any event within 24 hours if a Freelancer fails to attend work or notifies the Client that s/he is unable to attend work for any reason.
- 8.6 The Client undertakes that it knows of no reason why it would be detrimental to the interests of any Freelancer for the Freelancer to undertake the Assignment and shall notify Concept immediately if the position changes.
- 9. UNSATISFACTORY SUPPLY**
- 9.1 If the Client reasonably considers the Services of the Freelancer(s) are unsatisfactory, the Client may terminate the Assignment by instructing the Freelancer(s) to leave the Assignment immediately. The Client shall notify Concept immediately if it terminates an Assignment.
- 9.2 In the event that an Assignment is terminated by the Client pursuant to clause 9.2 above, the Client shall pay Concept for the time spent by the Freelancer on an Assignment up to the time of the termination.
- 9.3 In such circumstances Concept shall have the right, within a reasonable period, to replace the Freelancer with another Freelancer acceptable to the Client.
- 10. RESPONSIBILITY**
- 10.1 The Freelancer is under the direction and control of the Client for the duration of the Assignment. The Client undertakes to instruct and supervise the Freelancer in the performance of the Services, including dealing with issues relating to performance, attendance and discipline and to provide the Freelancer with the same facilities and assistance as if the Freelancer were a member of the Client's own staff. In particular, the Client undertakes to be responsible for checking and approving all stages of the project undertaken by the Freelancer. The Client further undertakes to take all reasonable care to prevent injury or disease to the Freelancer and to prevent damage to the Freelancer's property.
- 10.2 The Client will be responsible for all acts, errors or omissions on the part of the Freelancer (whether wilful, negligent or otherwise) as though they were directly employed by the Client. In respect of the Freelancer, the Client undertakes to comply with all applicable laws and in particular with the regulations relating to health and safety at work and the Working Time Regulations 1998 (excluding the paid annual leave and health assessment requirements under those Regulations) as though the Freelancer was directly engaged by the Client. The Client will assist Concept in complying with its duties under the Working Time Regulations 1998 by supplying any relevant information requested by Concept and the Client will not do anything to cause Concept to be in breach of its obligations under those Regulations. The Client will also comply in all respects with the provisions of the AWR.
- 10.3 Except to the extent Concept may be liable to the Client pursuant to these Terms of Business the Client shall indemnify in full and keep Concept indemnified against any and all Losses incurred by Concept as a result of any act, error or omission of the Client or the Freelancer throughout the duration of the Assignment (including but not limited to any negligence, breach of statutory duty or breach by the Client of its obligations pursuant to these Terms of Business).
- 10.4 The Client shall be responsible for the provision of adequate employer's and public liability insurance to cover all Freelancers supplied by Concept, which shall include any liability arising out of the Freelancer's actions or omissions.
- 10.5 It is not anticipated that Freelancers will undertake any equipment maintenance or repairs or provide

- advice in relation to hardware or software upgrades. Concept makes no warranty about a Freelancer's skill or ability to perform such duties or provide such advice and accepts no responsibility for any Losses caused as a result of the Freelancer performing such duties or giving such advice.
- 10.6 All warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 10.7 The Client will not do anything which causes Concept to be in breach of its obligations under the AWR. The Client shall indemnify Concept against all Losses arising out of or in connection with any failure by the Client to comply with its obligations under the AWR and/or in circumstances where by its acts and/or omissions the Client has prevented Concept from complying with Regulation 5 of the AWR. The Client undertakes to take all action at its own cost (including the provision of information and assistance requested by Concept) within any reasonable time period requested by Concept to avoid, defend, mitigate or compromise any claim brought by or on behalf of a Freelancer relating to the AWR.
- 10.8 For the avoidance of doubt the indemnity in clause 10.7 shall apply not only where a Tribunal finds that the Client is responsible for the breach of the AWR but also where: -
- 10.8.1 this is claimed or alleged by one or more Freelancers; and/or
- 10.8.2 a settlement is reached in relation to such claim; and/or
- 10.8.3 Losses are incurred by or on behalf of Concept in defending such claim; and Concept shall be indemnified by the Client in respect of such Losses whether or not such claim is settled or withdrawn or is upheld or dismissed by any Tribunal or Court.
- 10.9 Concept and the Client shall inform the other in writing of any oral or written complaint it receives which is or may be a complaint associated with the rights of a Freelancer pursuant to the AWR or any written request for information relating to the basic working and employment conditions (as described by clause 5.3) within 7 days of receipt. Further, the parties will cooperate to resolve any such complaint or provide any such information to the Freelancer within 28 days of such complaint or request.
- 10.10 Concept and the Client shall inform the other of any claim brought by or on behalf of a Freelancer relating to the AWR as soon as possible and no later than 5 working days from the date of receipt.
- 10.11 Nothing in these Terms of Business excludes or limits Concept's liability for death or personal injury caused by Concept's negligence or for fraudulent misrepresentation.
- 10.12 Subject to 10.11:-
- 10.12.1 Concept shall not be liable to the Client for any loss of profit, loss of production, financial loss, depletion of goodwill or any indirect losses, damages, costs or expenses whatsoever which arise out of or in connection with these Terms of Business or a particular Assignment, its performance, contemplated performance or lack of performance; and
- 10.12.2 Concept's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance or lack of performance of these Terms of Business or a particular Assignment shall be limited to the hourly charge multiplied by 30.
- 11. TERMINATION OF AN ASSIGNMENT**
- 11.1 In the event that the Client wishes to terminate the Assignment prior to the expiry of its agreed duration for any reason, other than those set out elsewhere in these Terms of Business, 24 hours' notice must be given to Concept. For the avoidance of doubt, the Client shall be liable for all charges incurred prior to the termination of the Assignment.
- 11.2 Freelancers are not employees and as such are not entitled to notice. Concept or the Freelancer may terminate an Assignment at any time without prior notice and without liability.
- 12. STRIKES**
- 12.1 Concept will not knowingly provide a Freelancer to perform:-
- 12.1.1 the duties normally performed by a worker who is taking part in a strike or other industrial action ("the First Worker"); or
- 12.1.2 the duties performed by any other worker employed by the Client and who is assigned by the Client to perform the duties normally performed by the First Worker.
- 12.2 The Client will not request Concept to provide a Freelancer(s) in the circumstances described in clause 12.1 above.
- 12.3 The Client shall indemnify and keep indemnified Concept in full against any and all Losses incurred by Concept arising out of any breach by the Client of this clause 12.
- 13. ADVERTISING**
- 13.1 The Client authorises Concept to advertise, as may be necessary, to find Freelancer(s) for any position, details of which the Client has provided to Concept.
- 13.2 The cost of advertising in the national or local press, or any other media, shall be payable by the Client in full within seven days of the date of any invoice raised by Concept, provided the Client has agreed to the advertising.
- 14. RELATIONSHIP BETWEEN THE PARTIES**
- 14.1 Nothing herein shall constitute the relationship of employer/employee or any partnership between the Client and Concept, the Client and the Freelancer(s) or Concept and the Freelancer(s). Any Freelancer(s) supplied by Concept under these Terms of Business shall be engaged under a contract for services.
- 14.2 Where Concept has given notice to the Client that the Terms of Business (Employment Business) apply, Concept will operate as an employment business in relation to the Client and the Freelancer.
- 14.3 Nothing contained in these Terms of Business or any other contract between Concept and the Client for the supply of a Freelancer(s) to the Client is intended to or

does confer upon any third party any benefit or right enforceable at the option of that third party or any liability whatsoever to any third party, including for the avoidance of doubt the Freelancer.

#### 15. WAIVER

Failure or delay by Concept in enforcing or partially enforcing any provision of these Terms of Business is not a waiver by Concept of any of its rights. Any waiver by Concept of any breach by the Client is not a waiver of any subsequent breach.

#### 16. TERMINATION

16.1 These Terms of Business may be terminated by either party on giving one month's notice to the other party.

16.2 A party (the "Non-Defaulting Party") may terminate these Terms of Business with immediate effect by notice to the other party (the "Defaulting Party") on or at any time after the Defaulting Party committing a material breach of an obligation under these Terms of Business which breach is incapable of remedy.

16.3 A party (the "Non-Defaulting Party") may by giving notice to the other (the "Defaulting Party") terminate the Terms of Business as from the date of expiry of the notice if the Defaulting Party commits a material breach of the Terms of Business which, in the case of a breach capable of remedy, is not remedied within thirty (30) Business Days after the Non-Defaulting Party has given notice containing details of the breach, requiring the breach to be remedied, and stating that, if it is not, the Terms of Business may be terminated.

16.4 Either party may at any time, by notice to the other, terminate these Terms of Business as from the date of expiry of the notice if an Insolvency Event occurs in relation to the other.

16.5 Termination shall be without prejudice to any other rights or remedies a person may be entitled to under these Terms of Business or at law and shall not affect any rights or obligations which have accrued prior to or as a result of termination or any rights which are intended to continue after termination.

#### 17. WEBSITE

17.1 Where the Client accesses the Website it is required to comply with the terms of use notified to it on the Website.

17.2 Where the Client accesses the designs and other works which the Freelancer posts on the Website it agrees not to copy, issue to third parties, display or adapt the designs without the permission of the copyright owner.

17.3 Concept gives no warranty that the Freelancer is entitled to display the designs or other works on the Website.

#### 18. LEGISLATION

18.1 Concept is an equal opportunities organisation and is committed to providing equal opportunities to its Freelancers. This means that all Freelancers and other individuals dealing with Concept will receive equal treatment regardless of race, colour, nationality, ethnic or national origins, religion or belief, sex, gender reassignment, marital or civil partner status, age, sexual orientation or disability. The Client acknowledges this policy and agrees to operate its business in accordance with equal opportunities.

18.2 Concept recognises its obligations under the data protection law ("the DPA") in relation to processing personal data and complies with the requirements of the DPA in the operation of its business. The Client acknowledges it has responsibilities under the DPA and undertakes to comply with the DPA in relation to any data concerning a Freelancer, howsoever such data comes into the possession of the Client. The Client shall indemnify and keep Concept indemnified in full against any and all Losses incurred as a result of a breach of this clause by the Client.

#### 19. SEVERABILITY

The various provisions and sub-provisions of these Terms of Business are severable and if any provision or identifiable part of it is held to be unenforceable by any Court of competent jurisdiction then such unenforceability shall not affect the enforceability of the remainder of these Terms of Business.

#### 20. GOVERNING LAW AND JURISDICTION

These Terms of Business and any other contract between Concept and the Client are subject to English Law and the exclusive jurisdiction of the English Courts.

## ASSIGNMENT DETAILS FORM

Client

DETAILS OF CLIENT	
Name of the Client:	
Address of the Client:	
Nature of Client's business:	
Name of Client's contact to report to on arrival:	
Name of Freelancer:	
The Freelancer is engaged under a contract for services with Concept Personnel Limited	
ASSIGNMENT DETAILS:	
Start date of the Assignment:	
Actual OR Likely duration of the Assignment:	Duration: Actual/Likely (delete as appropriate)
Calendar weeks already accrued towards the Qualifying Period for the purposes of Regulations 7 and 8 of the Agency Workers Regulations 2010:	
The type of work / services to be performed:	
Location of work:	
Reporting location and time:	
Hours of work:	
Overtime (if applicable):	
Additional terms relating to duration of working time, night work, rest periods, rest breaks, annual leave (if applicable):	
The experience, training, qualifications and any authorisation necessary or required by law or a professional body:	
Any known health and safety risks and the steps the Client has taken to reduce the risks:	
COLLECTIVE FACILITIES:	
Collective facilities and amenities to which the Client will give the Freelancer access:	
CHARGES:	
Any expenses payable to the Freelancer:	
Charge rate / Project rate (before the Qualifying Period):	
Charge rate / Project rate (after completion of the Qualifying Period):	
Intervals of invoice:	
OTHER:	
Any other special terms:	
Concept Personnel Limited confirms that the Freelancer is willing to work in the assignment offered.	

This Assignment is subject to the Agreement between the Freelancer and Concept Personnel Limited dated: .....