

THIS AGREEMENT is dated **22/11/2016**

1. Parties

(1) SynergyVets Recruitment Ltd incorporated and registered in England and Wales with company number 6837709 whose registered office is at 84 New Wanstead, Wanstead, London, E11 2SY (Employment Business).

(2) (Client).

2. Employment Business' obligations

2.1 These terms set out the agreement between the Employment Business and the Client for the supply of Temporary Workers and Permanent Workers by the Employment Business to the Client. For the purposes of the Conduct Regulations, the Employment Business acts as an employment business in relation to the Introduction and supply of Temporary Workers pursuant to this Agreement.

2.4 The Employment Business will only Introduce Workers who meet the minimum criteria for the position as set out by the Client in accordance with clause 3.1, who have an interest in the positions for which they are Introduced and who have the right to work in the UK. In particular, the Employment Business shall comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK legislation or equivalent legislation, regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers so far as it is applicable to them.

2.5 Where a Worker is required by law or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves working with any Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and two references.

2.6 Prior to the commencement of the Assignment, the Employment Business will send the Client written confirmation of:

(a) The identity of the Temporary Worker;

(b) The Temporary Worker's experience, training, qualifications and authorisations necessary for the Assignment;

(c) The Temporary Worker's willingness to carry out the Assignment;

(d) The hourly rate charged by the Employment Business in accordance with clause 6.5;

(e) Any notice period to terminate the contract; and

(f) The intervals at which invoices shall be rendered to the Client by the Employment Business.

2.7 Any changes agreed to the services, remuneration or any other aspect of the agreement shall be confirmed in writing. Otherwise, the previous arrangements shall apply.

3. Client's obligations

3.1 When making a request for the provision of a Temporary Worker to perform certain services (Assignment), the Client will give the Employment Business details of:

(a) The date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;

(b) the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

(c) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Temporary Worker to possess in order to work in the position; and

(d) Any expenses payable by or to the Worker and

(e) any information reasonably required by the Employment Business in order for the Employment Business to fulfil its obligations under the AWR and necessary to comply with the provisions of 14.2 of this Agreement.

4. Temporary to permanent

4.1 If, following the Introduction or supply of a Temporary Worker by the Employment Business to the Client within the Relevant Period, the Client Engages the Temporary Worker as a Permanent Worker the Client will:-

(i) Immediately inform the Employment Business of the engagement of a Permanent Worker;

(ii) provide to the Employment Business full details of the Permanent Workers Salary Package

(iii) Pay to the Employment Business the Introduction Fee on receipt of an invoice.

4.2 If the Client or an employee of the Client refers a Worker Introduced by the Employment Business to them to a third party and the third party within the Relevant Period engages that Worker in any capacity (whether on a temporary, permanent or self employed basis) the Client will, at the date of notification or discovery by the Employment Business be liable to an Introduction Fee as set out at 7.4.

4.3 **Refund Guarantee**

4.3.1 If the employment of a Permanent Worker is lawfully terminated for any reason other than death, illness or redundancy, within a period of 12 weeks (including notice period) from the date of commencement of employment, the Employment Business will refund the Client in accordance with 4.5.3 below provided that:

(i) The Client notifies the Employment Business within 7 days of such termination and;

(ii) All monies due by the Client to the Employment business have been paid in accordance with this Agreement.

4.3.2 Should the Client, its subsidiary, parent or associated company re engage the Permanent Worker within a 6 month Period a full Introduction Fee in accordance with clause 7 will be payable.

4.3.3 The Employment Business guarantees to refund a proportion of the Introduction Fee as follows:

Weeks 1 to 2 (inclusive) – 100%

Weeks 7 to 8 (inclusive) – 25%

Weeks 3 to 4 (inclusive) – 75%

Weeks 9 to 12 (inclusive) – 10%

Weeks 5 to 6 (inclusive) – 50%

5. **Employment**

5.1 Any Candidate whose identity and/or details are communicated (whether orally, in writing or otherwise) to the Client by the Employment Business shall be deemed to be an introduction by the Employment Business, whether or not the Client knew of the Candidate previously, and whether or not the Candidate was introduced for the vacancy that the Candidate was recruited to fill. Any such introduction by the Employment business shall be deemed conclusively to be the effective cause of any engagement by the Client of the Candidate provided only that the engagement occurs within 6 months of the introduction (or within 6 months of the last such introductions).

5.2 In the event that the Candidate rejects an offer of employment, and is subsequently employed by the Client in any capacity whatsoever within a period of 6 months of being introduced to the Client, the Client shall pay a full fee to the Employment Business based on the Candidate's current salary and benefits. For the avoidance of doubt, in this case, the 6 month period will commence from the day the Candidate rejects the Client's offer.

5.3 Should the Client, its subsidiary, parent or associated company re-employ the Candidate within 6 months of the date of termination of an assignment, a full fee in accordance with Clause 7 shall become payable.

6. **Temporary Workers**

6.1 The Employment Business shall notify the Client immediately if it believes that any Temporary Worker is unsuitable for the Assignment or becomes aware of any matter that indicates that an Temporary Worker may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Temporary Worker ceases to have the appropriate skills, approvals or a right to work in the United Kingdom or where this agreement may be or has been breached.

6.2 If the Client decides that a Temporary Worker is unsuitable to perform the Assignment (an Unsatisfactory Temporary Worker), then the Client shall notify the Employment Business in writing of that fact giving the grounds for its dissatisfaction with the Unsatisfactory Temporary Worker.

6.3 If the Client notified the Employment Business of an Unsatisfactory Temporary Worker in accordance with clause 6.2:

(a) Within 48 hours of the commencement of the Assignment, then the Assignment will immediately terminate and no Temporary Worker Fees shall be payable, and

(b) In all other cases the Assignment shall terminate at the end of the day on which the Agency was notified, and Temporary Worker Fees shall be payable up to the date of such termination.

6.4 The Employment Business may terminate an Assignment at any time without prior notice and without liability. Except where clause 6.3 above applies, the Client may terminate an Assignment on 5 working days written notice.

6.5 When booking a Temporary Worker for an Assignment, the Employment Business shall advise the Client of the agreed Temporary Worker Fees payable by the Client under the following conditions:

(a) The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour);

(b) All invoices shall be submitted with all applicable signed time sheets verifying the number of hours worked by the Temporary Worker during that week;

(c) The charges are invoiced to the Client weekly and are payable within 14 days of receipt of invoice. No fee is incurred by the Client until the Temporary Worker commences the Assignment, when the Employment Business will render an invoice to the Client for its fees;

(d) For the avoidance of doubt, the Client shall not be required to pay Temporary Worker Fees for any absences (for whatever reason) of a Temporary Worker;

(e) The Client shall during the Assignment sign a time sheet verifying the number of hours worked by the Temporary Worker. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker.

Failure to sign the time sheet does not absolve the Client of its obligation to pay the Temporary Worker Fees in respect of the hours actually worked; and

(f) It is acknowledged that the Client shall not decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable or unsatisfactory work the provisions of clause 6.2 shall apply.

(g) The Client shall be solely responsible for accommodation arrangements.

6.6 The hours worked will be stated on a weekly time sheet completed by the Temporary Worker and duly authorised by the Client.

7. Fees and VAT

7.1 The Employment Business shall charge VAT to the Client in addition to the fees quoted, at the prevailing rate, after the Employment Business has provided the Client with a VAT invoice. All accounts and charges are payable within 14 days of receipt of invoice.

7.2 Any sums payable by the Client under this agreement which remain outstanding after 14 days of receipt of an invoice shall carry interest (both before and after judgment) on a daily rate at an annual rate equal to 2% above the prevailing Bank of England base rate.

7.3 The Introduction Fee payable to the Employment Business is calculated as a percentage of the aggregate of the following benefits offered to the Worker ("the Salary Package"):

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| (i) initial gross annual salary; | (iv) London weighting if applicable. |
| (ii) guaranteed annual bonus; | (v) Car Allowance |
| (iii) accommodation allowance | |

7.4 The percentage of the worker's Salary Package for the purposes of calculating the fee payable to the Employment Business (exclusive of VAT) shall be as follows:-

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| (i) 10% for Salary Packages up to £39,000 |
| (ii) 15% for Salary Packages of and above £40,000. |

8. Default and early termination

8.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

(b) the other party commits a material breach of any material term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of ten working days after being notified in writing to do so; or

(c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or

(d) the other party becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events.

9. Effect of early termination

Any termination of this agreement however caused shall not affect:

(a) Any rights or liabilities which have accrued before the time of termination; or

(b) The continuance in force of any provision of this agreement which expressly or by implication is intended to come into or continue in force after termination.

10. Audit and record-keeping

The Employment Business shall keep and maintain for a reasonable time after the agreement has been completed, full and accurate records of the agreement including, in particular:

(a) The services provided by the Employment Business under this agreement;

(b) All expenditure reimbursed by the Client;

(c) All payments made by the Client;

(d) The terms on which if or any sub-contractors engage any Temporary Workers; and

(e) The Screening undertaken on any Temporary Workers.

The Employment Business shall on request provide the Client or the Client's representatives such access, on reasonable notice and within normal working hours, to those records as may be reasonably required in connection with this agreement.

11. Indemnities

11.1 The Client shall at all times comply with its obligations under the AWR, including but not limited to providing any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulation 12 and 13 of the AWR.

- 11.2 In the case of Qualifying Temporary Workers the Client shall provide the Employment Business with relevant up to date information about the Relevant Terms and Conditions of comparable employees to enable the Employment Business to determine the Qualifying Temporary Worker's basic working and employment conditions in accordance with the AWR and the Client shall update this information on an on an ongoing basis in order to ensure compliance with the AWR by the Employment Business.
- 11.3 The Client shall Indemnify the Employment Business for any liability, cost, claim, award or any other expense incurred by it arising out of:-
- (a) Any damage, loss or liability (whether criminal or civil) of or suffered by the Employment Business (or its officers or employees) in connection with any act or omission of the client or any other employee or agent of the Client;
 - (b) A breach or alleged breach by the Client, its sub-contractors or any other intermediaries, of the AWR; or
 - (c) any act or omissions by the Client which has resulted in the Employment Business being unable to meet its obligations under the AWR, in particular a failure by the Client to comply with clause 11.2 above.
- 11.4 In the event that either party receives an allegation by any Temporary Worker that there has been a breach of the AWR in relation to the supply of that person to the Client by the Employment Business (whether that allegation has been made as a request for information under regulation 16 of the AWR or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in relation to responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party, and complying with any reasonable requests in relation to the contents of any response.
- 11.5 The Employment Business will within seven days of receiving a written request from the Client provide to it:
- (a) The number of Temporary Workers currently being supplied to the Client;
 - (b) The parts of the Client's undertaking in which those Temporary Workers are working; and
 - (c) The type of work those Temporary Workers are carrying out;
- together with any other information which the Client may reasonably request in relation to any payments made by the Employment Business, its sub-contractors or any other intermediaries to any Temporary Workers, in order to ensure compliance with the AWR.
- 11.6 The provisions of this clause 11 shall survive termination of this agreement.
12. **Confidentiality**
- 12.1 Neither party shall during and after termination of this agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature.
- 12.2 Each party shall on demand and on termination of this agreement surrender to the Client all materials relating to such confidential information in its or its personnel's agent or representatives' possession.
13. **Data protection compliance**
- 13.1 To the extent that any data or information belonging to the Client or to the Employment Business is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation in the territory:
- (a) Each party will process such data and information only in accordance with the other party's instructions;
 - (b) Each party will not transmit such data and information to a country or territory outside the European Economic Area without the other party's prior express written consent; and
 - (c) Each party will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the other party as data controller.
14. **Warranties and undertakings**
- 14.1 The Client warrants that it shall comply with its obligations under the AWR and that it will provide the Employment Business with sufficient information as specified in clause 11.2 above to enable the Employment Business to meet its obligations under the AWR.
- 14.2 Each party warrants that it has full capacity and authority to enter into and perform this agreement.
15. **Entire agreement**
- 15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 15.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
16. **Contracts (Rights of Third Parties) Act 1999**
- 16.1 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 16.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.
- 17. **Governing law and jurisdiction**
- 17.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 17.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non contractual disputes or claims).
- 18. **Term**
- 18.1 This agreement shall continue until terminated in accordance with its terms.
- 18.2 Either party may terminate this agreement at any time by providing the other with one month's prior written notice.

Signed by:

Client:

Signature:..... **Date:**.....

Name/Position:

Synergy Veterinary Recruitment Limited

Signature:..... **Date: 22/11/2016**

Name/Position: