

# 1. Permanent and Temporary Candidate Agreement

**We are** Cooper Lomaz Recruitment Limited ("CLR") (throughout "we", "us", "our" and "ours") our Registered Offices are Ground Floor, St Edmunds House, Lower Baxter Street, Bury St Edmunds, Suffolk, IP33 1ET including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies.

**You are** the prospective candidate (throughout "you" and "your").

**Introduction:** We are in the business of providing services to locate work for persons registered on our database of candidates and introducing such candidates to our Clients with a view to engagement by a Client. You are seeking work, have provided us with your personal details to be registered on our database of candidates, and have asked us to locate work for you. We are prepared to seek work for you on the basis set out in the Agency Terms or the Temporary Work Terms depending upon your requirements, and you wish to accept our services. The types of work we shall seek for you are in the following sectors; Accountancy, Engineering, Food, HR, IT, Oil & Gas and Renewables, Sales & Marketing and Supply Chain.

## Agency Terms

- 1 Whilst your details are registered on our database
  - (a) we may from time to time and at our sole discretion search for employment opportunities for you, usually within the Work Types, and if we consider we have found an opportunity that may be suitable we may inform you of this opportunity
  - (b) we may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed
  - (c) in providing the service set out in this clause we are operating as an Employment Agency.
- 2 If you wish us to find temporary work for you, we may do so in accordance with clause 5.

### your obligations

- 3 In consideration of registration of your details on our database, whilst you are so registered, you agree
  - (a) to provide us with a full and accurate curriculum vitae if you have not already done so, and proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you
  - (b) to provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role or other matters relating to your ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions) and you will notify us should there be any change in such information whilst you remain registered on our database
  - (c) to our retention and use of all information and documents we obtain, either from you or from any other party relating to you, for the purpose of our statutory obligations and for locating work for you, including the provision of such information and documentation to a Client, and relevant use by the Client, but you may withdraw your consent by notice in writing to us at any time and thereafter we shall only provide such information and documents where required by law
  - (d) that clause 3(c) shall apply to information received by us both before and after commencement of any engagement we arrange and you warrant that all information you provide hereunder shall be full and accurate in all material respects
  - (e) upon request to provide us with names of suitable referees that you warrant are not Relatives as defined by the Regulations
  - (f) at all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.

### general

- 4 It is further agreed that
  - (a) whilst we shall at all times act in good faith, we may remove your details from our database at any time
  - (b) we have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law
  - (c) we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you
  - (d) you recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavour to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy
  - (e) you recognise that we may, at our discretion, send you marketing material and newsletters updating you on our services using the contact details you provide to us, unless you inform us in writing that you do not wish to receive such data
  - (f) we shall not be liable for any loss or damages if work found for you is not suitable, for any action tort or breach of contract by a Client, for any failure by us to provide any information or service, save to the extent strictly required by law or arising out of any representation made by a Client to you, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Client to us
  - (g) without prejudice to clause 4(e) our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law
  - (h) no provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable
  - (i) each portion of this agreement, defined by punctuation and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force
  - (j) clauses intended to have effect following termination shall survive termination
  - (k) this agreement will continue until terminated on one week's written notice by one party to the other, save that you may not give notice during any period of Temporary Assignment unless the Temporary Assignment Terms permit you to do so
  - (l) this agreement is the sole agreement between you and us, supercedes any previous agreement between you and us relating to our services, and you have not relied on any representation made by us that is not set out in this agreement, and this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer
  - (m) we may assign our rights and obligations under this agreement but you may not do so without our prior written consent
  - (n) the Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

### temporary work

- 5 If we locate temporary work that may involve our supply of you to a Client, we may offer you such work; if you accept the work offered the terms set out in the Schedule to this agreement apply from the date of your acceptance until the date the work ceases in each and every case; the Schedule is for all purposes a separate agreement contained within this document for convenience only, but is subject to the terms set out in clauses 3 and 4.

### definitions and meanings

**Client** - a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in employing you, or does employ you, or who may wish to utilise your services in any way.

**Regulations** - The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

# Schedule

## Permanent and Temporary Candidate Agreement

### Temporary Work Terms

The terms in this Schedule apply exclusively where you have agreed to provide work to a Client on a temporary basis by supply through us and are effective upon your acceptance of a Proposal and not further or otherwise

The minimum rate of pay we reasonably expect to pay you if you agree that we may supply you to a Client will be £10.00 per hour or a figure which is reasonable in view of your qualifications and experience.

Any temporary work will be subject to the terms set out in the Contract and the respective terms of the Proposal we provide to you in each case.

#### It is agreed that

- (a) your acceptance of a Proposal that we offer you shall be your acceptance of the work and the terms set out in the Proposal and your agreement to provide your services for an Assignment subject to and in accordance with the Contract
- (b) the Contract explains the expectations of the Client in each case, the basis upon which you will be paid by us, and records the entire contractual obligation between you and us relating to each Assignment
- (c) the temporary work arrangements are subject to the Contract, which you acknowledge you have fully read and understood
- (d) if you attend to perform work as set out in a Proposal requested by us your action in doing so will be and shall constitute your acceptance of that Proposal and the date of the contract in that respect shall be the date of such commencement in each case
- (e) for so long as you indicate to us that you do not wish us to seek work for you in accordance with the Agency Agreement our capacity shall be as an Employment Business and for the avoidance of doubt during an Assignment we shall operate as an Employment Business
- (f) in each case where you have agreed to perform an Assignment, clauses 3 and 4 of the Agency Terms, with the exception of clause 4(k), shall apply as if the same were repeated herein and in the Contract
- (g) the terms of the Contract will continue, but only be applicable to specific Assignments, until terminated in accordance with the provisions of the Contract
- (h) the Contract is the sole agreement between you and us relating to temporary work, it supercedes any previous agreement between you and us relating to your services in respect of temporary work, you have not relied on any representations made by us that are not set out in this agreement, and this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer
- (i) whilst we shall at all times act in good faith and shall seek the minimum rate of pay indicated, we cannot guarantee that the rate of pay will not be less and accept no liability if we offer you work at a lower rate whether or not you accept such work.

#### definitions and meanings applicable to these Temporary Work Terms

**Assignment** - the arrangement for you to provide your services to a Client on the terms set out in the relevant Proposal accepted by you and in accordance with the Contract

**Contract** - the Contract below comprising the definitions and meanings and the Contract Terms

**Proposal** - an offer to you of temporary work including the identity of the specific Client, rate of pay, location, start date and any other special terms.

### Contract

This is the contract that applies to each Assignment and our ongoing relationship and it is agreed that you and we shall comply with the Contract Terms.

#### definitions and meanings applicable to the Contract

**Parties** - you and us

**Client** - a third party who is specified to be the Client in an Assignment and references to the Client shall include references in the alternative to "End User" except where the context so precludes

**Client Agreement** - the agreement between us and the Client for the provision of services by you

**Contract Site** - the site specified in an Assignment, being the site to which we have been asked by the Client for you to report or provide your services, or such other site as may be agreed from time to time

**End User** - any third party for whom, or at whose premises, the Work Services are performed as directed by a Client or to whom the Client or any potential client provides information regarding you

**Work Services** - your services agreed to be provided in an Assignment for the Client or End User at the Contract Site for the Assignment Term

**Assignment Term** - the proposed period for supply of your Work Services which may be specified in an Assignment, and any agreed extension thereto and which is subject to termination in accordance with the terms herein

**Work Time** - the proposed hours during which you are asked to supply your Work Services as indicated in an Assignment and any additional hours that you may agree to provide your services

**Special Terms** - the special terms specified in an Assignment, being arrangements that the Client will wish you to observe during the Assignment

**Pay Rate** - the rate or rates of pay specified in an Assignment

**Holiday Pay** - such payment as is due to you for annual leave in accordance with the Working Time Regulations

**Expenses** - such expenses as are authorised in writing by a Client and supported by original vouchers/receipts

**Payment Terms** - Timesheets need to be completed, signed by your line manager and either faxed to 0845 8622300 or emailed to [finfax@cooperlomaz.co.uk](mailto:finfax@cooperlomaz.co.uk) by 10.00am on a Monday for the previous weeks work. We run our payroll every Monday with the money being in the relevant bank account on the Friday so you will be working a week in arrears.

**Contract Terms** - the terms and conditions (subject to the definitions) set out in the document attached headed "Contract for Temporary Assignment".

### Contract for Temporary Assignment

#### your agreement to provide services

- 1 Throughout the Assignment Term you agree, as a self-employed temporary agency worker engaged by us for the purpose of supplying your services to the Client, to undertake the Work Services, but not so that any of the provisions in this agreement, other than under this clause and clauses 6 to 11, impose any obligation upon you unless expressly stated to the contrary.

#### Client expectations

- 2 You acknowledge that, if the Client is to continue to use your services through us under an Assignment, the Client will expect those services to be provided by you on the basis that
  - (a) you undertake your work professionally, promptly, efficiently and in good faith using your own skill and expertise and with due care and to the best standards expected of you during the Work Time until the Assignment is ended

- (b) the standard set out in 2(a) requires that you comply with all applicable health and safety laws and regulations and, to the extent applicable, any statutory requirements relating to the type of work required for the provision of the Work Services
- (c) as part of your function under the preceding clause, it is your responsibility to ensure your own safety and assess any risks or hazards that may affect your safety and to familiarise yourself with the working conditions and operating requirements at the Client site; this responsibility continues to apply even though the Client may provide you with its own internal policies, rules and regulations relating to safety or for the operation of equipment or machinery or relevant to working conditions, which you should comply with only to the extent that they relate to the proper performance by you of your work
- (d) during the Work Time
  - (i) you follow the proper directions and instructions of the Client as to your work and allow the Client to exercise day to day control
  - (ii) you will allow the Client to supervise your work to the extent properly required to enable the Client to progress its work requirements
  - (iii) you abide by the reasonable rules and regulations that the Client indicates are relevant to external (i.e. non employed) personnel relating to security or operational matters but you will not be expected to follow any internal rules that relate solely to employees of the Client
  - (iv) if you are intending to be absent for any reason you will, as a matter of professional courtesy, notify the Client as soon as possible of your intention in order to enable the Client to progress its work requirements in your absence
  - (v) if the Assignment sets out any special requirements for the provision of the Work Services, that you take note of and perform your services in a way that does not conflict with those requirements
- (e) you will not import any software onto the electronic or computer systems of the Client or End User, or use any email or internet access except with all due care without, and only to the extent authorised by, the prior written consent of the Client or End User as the case may be
- (f) you will not use any facilities provided to you by the Client for any purpose other than is authorised by the Client
- (g) you will not engage in work for any third party capable of being in conflict with the best interests of us or the Client.

#### acknowledgements

- 3 We may from time to time make enquiries and pass on comments and suggestions as between you, the Client and ourselves with the objective of ensuring the Assignment is being performed on a satisfactory basis for all concerned; we recommend that you raise with us any issues (including failure by the Client to sign a timesheet and treatment of you by others during the Assignment that you may find unacceptable) or questions as to instructions from the Client at the earliest time so that we can make the necessary enquiries and advise as we deem appropriate; we shall do our best to facilitate resolution at all times but if you wish to end the work we shall negotiate termination with the Client
- 4 You also acknowledge that, under the arrangements for an Assignment, the Client will be under no obligation to provide you, either directly or through us, with any advance notice of an end to an Assignment, or provide you with any reason for such termination, although it may choose to discuss any reason with you as part of its own policy concerning the handling of temporary personnel; if the Client asks you to leave, it is in your interests to inform us straightaway so that we can verify instructions from the Client to us and ascertain whether there is any prospect of the continuation of the Assignment; the Client has no right to terminate the Assignment or obligation to give you any notice; if you are informed of any intention to terminate you must immediately communicate this to us; only when we have confirmed to you that the Assignment is at an end is the Assignment terminated, as your contractual relationship concerning continuation of the Assignment is with us and not the Client; if the Assignment specifies that you are entitled to advance notice, we shall give you such notice ourselves.
- 5 Following your acknowledgments above, you agree that you are not obliged by contract, either express or implied, to perform your work in any way other than in good faith and as you reasonably consider appropriate; however if you do not provide your services in accordance with the Client's expectations the Client may ask us to terminate an Assignment and you acknowledge that if you have caused any damage to us or the Client through negligence or otherwise you may be liable for any loss claimed; nothing in this clause shall affect your separate obligations to us specified in this agreement.

#### what we ask of you

- 6 To enable us to provide a continuing and valuable service to you, and to a Client where appropriate, we need information from you at various stages, and you acknowledge that we may not be able to maintain the continuation of any work if you do not provide such information; accordingly, although you are not under any obligation to us, we ask that you let us know:
  - (a) immediately if you do not consider the work suitable for you, in which event we will, if possible, discuss the matter with you and the Client
  - (b) if you have any reason to believe that the Client will not sign any timesheet in respect of your work, with any reasons for your belief
  - (c) immediately if you are likely to be absent from work for any reason during an Assignment, and if you are proposing to take a holiday, let us know in advance by completing our standard leave notification form or complying with our leave booking procedure as far in advance as is possible
  - (d) if you no longer wish to continue working under an Assignment, or if you are unlikely to be available for work for any period.

#### contract for services

- 7 This contract is a contract for services and for the avoidance of doubt we are not your employer nor are you our employee under any contract of employment or an employee of the Client; no contract of employment is expressed or implied by reason of this agreement or any terms ancillary to this agreement and any implied duty on the part of us as if we were your employer is excluded; specifically you do not have our authority to submit to any terms requested by a Client other than such that are stated as Special Terms ancillary to an Assignment, but the performance by you of any Special Terms is in accordance with the recognitions expressed herein and not pursuant to any specific obligation to us or the Client.
- 8 You agree specifically that you will not hold yourself out to any party that you are an employee of ours or a Client, or that you are authorised by us to agree to any terms on our behalf at any time.
- 9 You further agree that
  - (a) you shall not submit to the control of a Client to the extent that you consider that you have a direct contractual relationship with that Client
  - (b) you are not under our control
  - (c) you shall at the end of each Assignment or immediately on request return to the Client any materials, documents or equipment of the Client which you have, or have had in your possession
  - (d) you shall maintain insurance to the level required in a Proposal, if any, and provide us with evidence of such insurance upon request.

#### warranties by you

- 10 You warrant that, and this warranty is renewed on commencement of each Assignment,
  - (a) an adequate description of the services required to enable you to provide the Work Services has been given to you before the Assignment and, if you have been provided with a specification of work by the Client, you have the skill and expertise to meet such specification
  - (b) you have not been convicted of any criminal offence (other than road traffic offences) relevant to our decision to hire you to provide the services or the Client's decision to allow you to access its site or systems, information or property for the purposes of supplying the services, nor is any charge pending for such an offence
  - (c) you are authorised to provide work services in the United Kingdom and have any relevant visa or entry clearance documentation
  - (d) you recognise that this agreement is a commercial contract for services and that there is no obligation upon us to provide any work to you, nor are you obliged to undertake any work other than under an Assignment
  - (e) we have no obligation to provide you with information or any service other than as specifically, and to the extent, stated in this agreement or required by statute
  - (f) in locating temporary work for you, and in agreeing to assist you as set out herein, we are providing you with a valuable service to enable you to obtain and continue with temporary work and you are not our employee
  - (g) you will notify us immediately should the information or warranties provided in accordance with clauses 10(b) or (c) no longer be accurate.

#### what you must not do

- 11 You agree that the arrangements recorded in this agreement between you and us reflect commercial terms, and that we have arrangements in place with each Client which entitle us to fees, and/or oblige us to protect the interests of the Client; accordingly, and in consideration of our services to you, you agree you shall not
  - (a) at any time divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs, business or business method of us or the Client, or information received from us or the Client, 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
  - (b) at any time discuss with the Client either your rates of pay, or any other terms of your engagement with us, other than strictly as required for the proper objectives of the Work Services

- (c) solicit or otherwise seek to induce any other person engaged by us or a Client to terminate his or her arrangement with us or the Client and/or enter into an arrangement with you or any person with whom you are dealing for the purposes of directly or indirectly providing work services to the Client
- (d) act in conflict with the best interests of a Client or cause any damage or loss to a Client
- (e) take any holiday during the first 21 days of commencement of an Assignment.

#### payment

- 12 Our arrangements with the Client require that normally we cannot invoice the Client for our fees in respect of work done by you unless we provide to the Client a copy of a timesheet in each case recording hours actually worked and verified and signed by an authorised representative of the Client or End User ("Signed Timesheet"); further as you are paid for time worked we cannot pay you unless we have a record from you of the actual time that you have worked; accordingly you shall keep accurate records of the hours you have worked in each case and provide us with a Signed Timesheet promptly.
- 13 If it is not possible for you to obtain a Signed Timesheet, and you provide a timesheet to us correctly recording hours that you have worked together with a full and satisfactory explanation to us of the circumstances relating to the failure or refusal of the Client to sign or verify the timesheet we shall, subject to our reasonable verification that such hours have been worked by you, treat the timesheet as a Signed Timesheet for the purposes of payment to you.
- 14 You agree and acknowledge that, if you do not submit a Signed Timesheet to us promptly during an Assignment, payment to you may be delayed; you also agree that if you should fail to submit a timesheet to us because of your own default within 40 days of the end of the relevant Assignment we may suffer loss as we may be unable to recover sums due to us from the Client; if, as a consequence of your delay and after we have made reasonable efforts to obtain the same, we are unable to recover our fees from the relevant Client, we shall nevertheless pay you but you shall be liable to us for any loss that we suffer. NOTE: YOU SHOULD SEND IN YOUR TIMESHEETS PROMPTLY TO AVOID DELAY IN PAYMENT. YOU MAY SUFFER LOSS IF YOU DO NOT DO SO.
- 15 Subject to clauses 12 to 14 we shall pay you in accordance with the Payment Terms based on work performed by you during an Assignment, for time that you take as leave entitlement under the Working Time Regulations 1998 as amended ("WTR"), and for any Expenses, but not further or otherwise except as specifically required by statute.
- 16 Sums due to you will be calculated at the Pay Rate, net of PAYE and employee National Insurance contributions (as required by s.44 Income Tax (Earnings and Pensions) Act 2003) and any other statutory deductions; we shall include sums due to you for time that you take as leave as referred to in clause 18(e) with the payment immediately following the time in the month that you take your statutory leave.
- 17 We undertake to pay you in respect of work done by you whether or not we are paid by the Client.

#### specific acknowledgements, absence and holidays

- 18 You acknowledge and agree that
  - (a) you are not authorised by us to accept any terms which the Client may seek to impose upon you and you will not accept any such terms without notifying us in writing in advance of your intention to do so
  - (b) you are not under any obligation to comply with any terms requested by a Client, but you may choose to do so in order to meet the expectations for your services
  - (c) during periods on an Assignment when you are not engaged in providing the Work Services (i) you are not engaged by us and the operation of this agreement is temporarily suspended, save for terms at clauses 7, 8, 10(b) to (g), 11(a) to (d), 19 to 24; and (ii) you may work for any other person or company, and such periods will not be taken into account in calculating statutory leave entitlement
  - (d) in between Assignments you are not engaged by us under any contract for the provision of services, but the restriction terms of this agreement set out in clause 11(a) to (c) shall continue to apply
  - (e) you are entitled to rest breaks and annual leave only in accordance with the WTR, and the leave year for the purposes of those regulations commences on the 1<sup>st</sup> day of January each year
  - (f) bank and public holidays are working days and you are expected to work on these days, although you may take them as part of annual leave
  - (g) leave entitlement unused at the end of the leave year may not be carried over into the next leave year and you will not be entitled to be paid in respect of leave entitlement accrued but not taken during the Assignment Term except as provided for in the WTR upon termination
  - (h) your entitlement to Holiday Pay accrues and will be paid to you during any period of statutory leave or upon termination of your engagement with us in accordance with the WTR
  - (i) where the proportion of leave taken by you exceeds the proportion to which you are entitled under this agreement, except where you have such an entitlement under the WTR, you shall immediately, if we request you to do so, compensate us by repayment of all sums paid by us in respect of the excess leave including gross pay to you and all National Insurance payments we have paid on the relevant amount save to the extent that we are able to recover the same from any tax authority
  - (j) any sums owed by you to us under this agreement, including any excess payment of Holiday Pay over your statutory entitlement, may be deducted from any payment due to you at any time including upon termination of this agreement
  - (k) if we notify you of a minor amendment to this agreement such amendment will apply from the date of notification unless you shall within 14 days of receipt of such notification inform us in writing that the amendment is not agreed.

#### termination and suspension

- 19 Either you or we may terminate an Assignment immediately by giving written notice if the other shall commit an Insolvency Event, namely in the case of us that we become insolvent within the meaning of the Insolvency Act 1986, or in the case of you that you are made bankrupt.
- 20 Either we or you may terminate an Assignment on or after the Commencement Date if a Notice to Terminate is specified for that party in an Assignment upon giving to the other notice in writing of not less than the relevant period of notice.
- 21 We may terminate an Assignment with immediate effect regardless of any Assignment Term expressed in an Assignment and without liability
  - (a) if we give notice to that effect in the event that you fail to provide information or references requested prior to the Commencement Date, within 10 working days of the Commencement Date, or in our opinion, you fail to provide a full and satisfactory service to the Client, or
  - (b) if the Client Agreement is rejected by the Client prior to the Commencement Date, or is terminated for any reason, or if in our sole opinion (which need not be reasonable) we consider that you or the Client may not be able to or willing to perform your or its respective obligations to us, or that the work you are undertaking or being asked to undertake is not suitable for you, and we shall thereafter notify you verbally or otherwise of such termination
  - (c) if you are in breach of any obligation under this Contract or the Agency Terms, without prejudice to any claim arising from any such breach.
- 22 You may terminate an Assignment if we are in material breach of any of the terms of this Contract, without prejudice to any claim arising from any such breach, provided that in the case of a breach that can be remedied you first give us written notice of the breach and we have not remedied such breach within 14 days of such notice.
- 23 We may suspend the operation of an Assignment at our sole discretion at any time and for any period of up to 14 working days upon informing you of suspension.

#### general

- 24 It is further agreed that
  - (a) the benefit of any work undertaken by you for the Client, including any copyright or intellectual rights of any kind in such work, shall be and remain the property of the Client and you will sign all documents required for verification of such rights as belonging to the Client
  - (b) you shall not be entitled to any benefits of any kind, except such as are specifically conferred by this agreement or are strictly imposed by statute
  - (c) neither party has any obligation to provide to, or carry out work for the other either during or following completion of an Assignment, save as specified in the Temporary Work Terms
  - (d) you are not entitled to assign this agreement or subcontract any part of the Work Services to any other party, but we may assign this agreement or any part of our obligation, including payment, under this agreement upon giving notice to you.

## 2. Limited Company Candidate Agreement – LCS1

**We are** Cooper Lomaz Recruitment Limited (“CLR”) (throughout “we”, “us”, “our” and “ours”) our Registered Offices are Ground Floor, St Edmunds House, Lower Baxter Street, Bury St Edmunds, Suffolk, IP33 1ET including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies (as defined by s.736 Companies Act 1985).

**You are** the limited company specified in the application document, through which you provide your services.

You are an individual representing the Company. “Representative” refers to you as a representative of the Company, and “you” and “your” refers to you the individual and the Company unless otherwise expressed

**Introduction:** We are in the business of providing services to locate work for persons registered on our database of candidates and introducing such candidates to our Clients with a view to direct engagement by a Client. You are seeking work, have provided us with your personal details to be registered on our database of candidates, and have asked us to locate work for you. We are prepared to seek work for you on the basis set out in the Agency Terms or the Schedule (terms relating to contract work) depending upon your requirements, and you wish to accept our services.

### Agency Terms

- 1 Whilst your details are registered on our database
  - (a) we may from time to time and at our sole discretion, operating as an Employment Agency under the Regulations, search for employment opportunities for you, usually within the Work Types and if we consider any opportunity may be suitable we may inform you of any terms proposed
  - (b) we may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed.
- 2 If you wish us to find temporary contract work for you, we may do so in accordance with clause 6.
- 3 This agreement will continue until terminated on one week’s written notice by one party to the other save that you may not give notice during any period of Assignment under the Schedule.

#### your obligations

- 4 In consideration of registration of your personal and company details on our database, whilst you are so registered, you agree
  - (a) to provide us with a full and accurate personal curriculum vitae and company resume if you have not already done so, details of VAT registration, and proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that you disclose
  - (b) to provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role or other matters relating to your ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions)
  - (c) to our retention and use of all information and documents we obtain, either from you or from any other party relating to you, for any purpose relevant to this agreement
  - (d) that clause 4(c) shall apply to information received by us both before and after commencement of any engagement we arrange and you warrant that all information you provide hereunder shall be full and accurate in all material respects
  - (e) if we request references, to provide us with names of suitable referees that you warrant are not Relatives as defined by the Regulations
  - (f) at all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.

#### general

- 5 It is further agreed that
  - (a) whilst we shall at all times act in good faith, we may remove your registration from our database at any time, and we have no obligation to provide you with any information or service other than as specifically, and to the extent, stated in this agreement or required by law
  - (b) we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you
  - (c) you recognise that a Client may withdraw an opportunity at any time before an engagement, and, whilst we shall endeavour to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we cannot guarantee its accuracy
  - (d) you recognise that we may, at our discretion, send you marketing material and newsletters updating you on our services using the

- (e) contact details you provide to us, unless you inform us in writing that you do not wish to receive such data
  - (e) we shall not be liable for any loss claimed by the Company other than in respect of our own breach of contract, unless expressly provided for by statute; in the event that either you the individual or the Company shall bring any claim against us that would be in breach of this provision, you shall fully indemnify us in relation to such claim including proper legal costs incurred by us; furthermore we shall not be liable for any loss or damages
  - (i) arising out of any representation made by a Client to you, or by us to you in good faith deriving from inaccurate information provided by a Client to us
  - (ii) for any action, tort or breach of contract by a Client
  - (iii) if work found for you is not suitable
  - (iv) for any failure by us to provide any information or service save to the extent strictly required by law
  - (f) without prejudice to clause 5(d) our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law
  - (g) where liability is joint it shall be joint and several
  - (h) we may assign our rights and obligations under this agreement but you may not do so without our prior written consent
  - (i) no provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination
  - (j) the provisions of this agreement are reasonable
  - (k) each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force
  - (l) clauses intended to have effect following termination shall survive termination
  - (m) this agreement is the sole agreement between you and us and supersedes any previous agreement relating to our services
  - (n) you have not relied on any representations made by us that are not set out in this agreement
  - (o) this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer
  - (p) the Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.
- 6 If we locate temporary contract work that may involve our supply of you to a Client, we may offer you such work. If you accept the work offered the terms set out in the Schedule to this agreement apply from the date of your acceptance until the date the work ceases in each and every case. The Schedule is for all purposes a separate agreement contained within this document for convenience only, but is subject to the terms set out in clauses 4 and 5 with the exception of clause 5(l).

#### definitions and meanings relevant to this section

**Client** - a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in engaging you, or does engage you, or who may wish to utilise your services in any way

**Opt Out** - opt out under Regulation 32(9) of the Regulations

**Regulations** - The Conduct of Employment Agencies and Employment Businesses Regulations 2003

**Work Types** - See Appendix, if any, applicable if you do not Opt Out

## Schedule – terms relating to contract work

The Terms in this Schedule apply exclusively where you have agreed to provide work to a Client on a temporary basis by supply through us and are effective upon your acceptance of a Proposal and not further or otherwise.

### definitions and meanings relevant to this section

**Assignment** - the arrangement for you to provide your services to a Client on the terms set out in the relevant Proposal accepted by you and in accordance with the terms in the Contract

**Contract** - the contract set out below

**Proposal** - an offer to you of temporary work setting out the identity of the specific Client, rate of pay, location, start date and other special terms. Any temporary work will be subject to the terms set out in the Contract and the respective terms of the Proposal we provide to you in each case.

### It is agreed that

- (j) your acceptance of a Proposal that we offer you shall be your acceptance of the work and the terms set out in the Proposal and your agreement to provide your services for an Assignment subject to and in accordance with the Contract
- (k) the Contract explains the expectations of the Client in each case, the basis upon which you will be paid by us, and records the entire contractual obligation between you and us relating to each Assignment
- (l) the temporary work arrangements are subject to the Contract, which you acknowledge you have fully read and understood
- (m) if you attend to perform work as set out in a Proposal requested by us your action in doing so will be and shall constitute your acceptance of that Proposal and the date of the Contract in that respect shall be the date of such commencement in each case
- (n) should you indicate to us that you do not wish us to seek permanent work for you in accordance with the Agency Terms our capacity from that point shall be as an Employment Business as defined by the Regulations and during an Assignment we shall operate as an Employment Business
- (o) in each case where you have agreed to perform an Assignment, clauses 4 and 5 of the Agency Terms, with the exception of clause 5(l), shall apply as if the same were repeated herein and in the Contract
- (p) the terms of the Contract will continue, but only be applicable to specific Assignments, until terminated in accordance with the provisions of the Contract
- (q) the Contract is the sole agreement between you and us relating to temporary work, it supersedes any previous agreement between you and us relating to your services in respect of temporary work, you have not relied on any representations made by us that are not set out in this agreement and this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer.

## Contract – applicable to each Assignment

### definitions and meanings applicable to the Contract

**Parties** - us and the Company as set out in the agreement, reference to “you” and “your” throughout this Schedule shall be reference to the Company, and “Party” shall have commensurate meaning

**Representative** - the Representative in the agreement

**Client** - a third party who is specified to be the Client in an Assignment

**Client Agreement** - the agreement between us and a Client for the provision of services by you

**End User** - any third party for whom, or at whose premises, the Services are performed as directed by a Client

**Contract Site** - the site specified in an Assignment, being the site to which we have been asked by the Client for you to report or provide your services, or such other site as may be agreed from time to time

**Services** - the provision of consultancy services of the Company by the Representative agreed to be provided in an Assignment for the Client or End User at the Contract Site for the Contract Period

**Contract Period** - the contract period specified in an Assignment or such further term as may be agreed (verbally or otherwise) from time to time by the Parties and which is subject to termination in accordance with the terms herein

**Commencement Date** - the date of commencement of the Assignment

**Work Time** - the hours, comprising standard hours or standard hours and overtime as specified, or Professional Days as specified in an Assignment

**Pay Rates** - the rates of pay specified in an Assignment

**Expenses** - such expenses as are authorised in writing by a Client and supported by original vouchers/receipts

**Special Terms** - the special terms specified in an Assignment

**Insurance Requirement** - the insurance cover required as specified in an Assignment

**Payment Terms**- Timesheets need to be completed, signed by your line manager and either faxed to 0845 8622300 or emailed to [finfax@cooperlomaz.co.uk](mailto:finfax@cooperlomaz.co.uk) by 10.00am on a Monday for the previous weeks work. Along with your timesheet you will need to send us an invoice, only when we have both these documents on the Monday are we able to pay you. We run our payroll every Monday with the money being in the relevant bank account on the Friday so you will be working a week in arrears.

**MSC Rules** - the rules contained within Chapter 9, Income Tax (Earnings and Pensions) Act 2003

**Tax Authorities** - any and all relevant authorities, bodies or departments responsible for collection of tax, national insurance, social security or any other charges, taxes or fees in the UK or elsewhere arising from the provision of the Services

**Taxes** - all taxes including social security and/or national insurance payments arising from (a) payment by us to the Company under this Contract and

(b) sums paid by the Company to any other person including the Representative

**Umbrella Company** - an organisation that engages and pays multiple fee-earning workers, including the Representative, only as employees.

## 1. The Company shall

- (a) provide the Services professionally, promptly and efficiently using its own skill and expertise in good faith and with due care during the Work Time throughout the Contract Period
- (b) perform the Services as it considers appropriate, using its own equipment where suitable, subject only to the proper requirements for the Services; and be subject to the legitimate instructions and monitoring of the Client and abide by such rules and regulations of the Client or End User as are relevant to independent contractors and any Schedule requirements but not so that the Company's discretion in providing the Services is compromised
- (c) immediately report in writing to us any deficiency by the Client in providing such information and facilities to the Company (including but not limited to health and safety) as are necessary to enable the Company to properly perform and deliver the Services
- (d) keep weekly written records of time worked and requested by the Client, and at the end of each week have such records agreed and signed by a person authorised by the Client and, promptly (no later than 6 weeks) thereafter submit the signed records to us with the Company's invoice calculated at the Pay Rates plus VAT and where appropriate together with any Expenses
- (e) fully indemnify and keep so indemnified us and the Client against any loss claim or damages including costs arising from (a) any breach of this Contract or any negligent or unlawful act or omission by you causing loss to us or any third party and, if requested by us, maintain during and for 12 months after an Assignment insurance in accordance with the Insurance Requirement for that purpose, and (b) any third party liability claim against us or the Client arising from any act or omission by you and, if requested by us, maintain insurance during and for 12 months after an Assignment in

accordance with the Insurance Requirement for that purpose, and provide to us evidence of insurance under (a) and (b) upon request

(f) be entitled to suspend the Services for any periods during which the Company is obliged to allow the Representative time off in order to comply with the Working Time Regulations 1998 as amended from time to time, provided that notice of time off for annual leave for the Representative shall first be given by the Company to us and, as agent for us, to the Client not less than 14 days prior to the relevant leave period

(g) upon termination of each Assignment deliver up to the Client all materials of the Client in the possession of the Company

(h) not, either during this agreement or for 6 months thereafter, or during or for 6 months after an Assignment with the relevant Client, either solicit or seek to solicit or entice respectively a member of our staff or staff of the Client, including for the avoidance of doubt temporary workers, agency workers and contractors, to become engaged by or through you or any organisation with which you or the Representative are involved.

cont

## Contract/Cont

### 2 The Company warrants that

- (a) an adequate description of the consultancy specification required has been given to it by, or shall within 1 day of the Commencement Date be obtained by it from, the Client and, by providing the Services, the Company has the necessary skill and expertise to meet such specification and shall undertake the work required with all due skill and in good faith
- (b) the Representative has not been convicted of any criminal offence (other than road traffic offences) relevant to our decision to hire the Company to provide the Services or the Client's decision to allow the Company or Representative access to its site or systems, information or property for the purposes of supplying the Services, nor is any charge pending for such an offence
- (c) it is authorised as agent on behalf of the Representative to bind the Representative to this clause and clause 3 but not further or otherwise and in agreeing these terms it agrees on behalf of the Representative that
- (i) in the event of breach of this agreement by the Company the Representative shall, upon receipt of a written request from us, perform or discharge the obligations of the Company due under or arising from this agreement,
- (ii) the Representative shall comply with this clause and clause 3, and
- (iii) the consideration for the agreement by the Representative in this clause and clause 3 is the agreement between the parties
- (d) unless otherwise disclosed to us, it is not a managed service company or an MSC provider as set out in the MSC Rules
- (e) information provided to us by the Company or the Representative concerning the tax status of the Company, including whether or not it is structured as an Umbrella Company and the applicability of the MSC Rules to the Company, is full and accurate.

### 3 The Company shall, and shall procure that the Representative shall

- (a) not during the Contract Period or thereafter for a period equivalent to the period of this Contract or, where there has been more than one Assignment between the Company and us within the last two years, for the total period of all Assignments within the last two years with the relevant Client (but not being less than 3 months nor more than 12 months) either directly or indirectly (whether under a contract of service or contract for services or through any third party) provide any services to the Client in any capacity except by contract through us unless the Company shall first have paid to us a fee of 20% of the total remuneration including the value of benefits attributed by HM Revenue & Customs agreed to be paid or provided by the Client for the relevant period of provision of such services (but not exceeding 12 months) plus VAT; but this provision shall not affect the Company if it is, and has notified us that it is, an Umbrella Company and the services referred to are services that (i) have not been sourced by us or do not result from the introduction by us of the Company to the Client, and (ii) are not performed or provided by the Representative
- (b) not at any time divulge or use for its/his/her own benefit any information capable of being confidential relating to the affairs business or business method of us or the Client or information received from us or the Client except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
- (c) not either during this agreement or for 6 months thereafter act, or do any act capable of being, in competition with us and you acknowledge that you agree this clause as a result of the provision by us or the Client of confidential information to you or the Representative
- (d) not discuss with the Client the terms of this Contract except as strictly required for the Services or engage in work for any third party capable of being in conflict with the best interests of us or the Client without having first given to us and the Client notice of such conflict
- (e) not import any software onto the electronic or computer systems of the Client without the prior written consent of the Client
- (f) not use any facilities provided to it/him/her by the Client for any purpose other than is authorised by the Client
- (g) pay the Taxes to the Tax Authorities and comply with all and any requirements for filing tax returns, and indemnify and keep us fully indemnified upon demand against any costs (including reasonable legal costs to defend any claim) claims penalties or demands of us which may be made by the Tax Authorities or any of them in respect of non payment of the Taxes whether or not justified
- (h) if the Company has represented that it is an Umbrella Company, continue to ensure that appropriate Taxes are deducted and paid on an employment income basis only and shall not, by act or omission, allow the Company to become a managed service company or an MSC provider within the meaning of the MSC Rules.

- 4 **Payment:** In accordance with the Payment Terms we shall pay you on invoices submitted by you pursuant to Clause 1(d) only, save that we may as a set off deduct or withhold appropriate sums from payments due to you where we have suffered loss for which you are liable, or where we have made any payment which is not properly due to you; for the avoidance of doubt any such deduction shall not be a withholding of payment due to you but shall be a lawful deduction on account of monies due from you to us; we may withhold payment if the Client fails to make payment to us for any period of service provided by you; you shall be responsible for conversion rates and transfer charges if payment is requested to be made in a foreign currency or by direct transfer to a non UK registered bank account.

### 5 Termination

#### (a) Either you or we may terminate an Assignment

- (i) on or after the Commencement Date if a Notice to Terminate is specified for that Party in an Assignment upon giving to the other notice in writing of not less than the relevant period of notice, or
  - (ii) immediately by giving notice if the other becomes insolvent within the meaning of the Insolvency Act 1986 or any amendment thereto, or has a winding up order made against it or it passes a resolution to wind up, or it enters into any arrangement with its creditors, or it passes a resolution to cease trading or actually ceases trading, or it is in material breach of any of the terms of this Contract (material breach including failure to make payment of any invoice for more than 28 days after the due date in accordance with the Payment Terms) without prejudice to any claim arising from any such breach.
- (b) **An Assignment shall be terminated immediately**
- (i) if we give notice to that effect in the event that you fail to provide information or references requested prior to the Commencement Date, within 10 working days of the Commencement Date, or in our opinion you fail to provide a full and satisfactory service to the Client or End User, or
  - (ii) if the Client Agreement is rejected by the Client prior to the Commencement Date, or is terminated for any reason, or if in our sole opinion (which need not be reasonable) we consider that you or the Client may not be able to or willing to perform its obligations to us, and we shall promptly notify you verbally or otherwise of such termination
  - (c) for the avoidance of doubt as your relationship is with us a Client or End User has no authority to, and may not, terminate an Assignment.

### 6 General

- (a) As you have agreed the Services with the Client and given the warranty in clause 2(a) it is agreed we shall not be liable for any loss or damages arising out of any misdescription of the work or representation made by us or the Client to you and which may have induced you to enter into this Contract.
- (b) The benefit of any work undertaken by the Company and the Representative on your behalf for the Client, including any copyright or intellectual rights of any kind in such work, shall be and remain the property of the Client, and you shall procure that any Representative will sign all documents reasonably required for verification of such rights.
- (c) You acknowledge and agree that
- (i) the Company is an independent supplier engaged under this contract for services and neither it nor the Representative is employed by us
- (ii) nothing in this Contract is intended to or shall imply a contract of employment between any two parties referred to in this agreement
- (iii) there is no implied restraint upon either the Representative or the Company in providing services to any other party so long as there is no conflict of interest
- (iv) you shall procure that, subject to the obligations contained in this agreement, you and the Representative shall not integrate into the Client workforce or submit to control by a Client and you shall indemnify us and keep us indemnified against any costs claims or demands arising from any claim by the Representative for an award arising from a claim that the Representative is an employee of us or a Client.
- (d) Even though an Assignment may have been terminated, any clause in this Contract or an Assignment which is intended to have effect following termination, shall survive and continue in effect.
- (e) For the avoidance of doubt we are not a legal agent for the Client and the Client is not a legal agent for us, for any purpose.
- (f) For the purposes of clauses 1(g), 1(h), 2(a), 2(b), 3 and 6(a) to 6(c), references to "Client" shall include references to "End User", and "Client" and "End User" shall include any Associate of the Client or End User, "Associate" having the meaning attributed to it by s.435 Insolvency Act 1986 or any amendment thereto.

## Appendix

[The following provisions apply if either the Company or Representative has not provided a valid and effective Opt Out of the Regulations:

- (a) the types of work ("Work Types") we shall seek for you shall be in the following sectors; Accountancy, Engineering, Food, IT, Oil & Gas and Renewables, Sales & Marketing and Supply Chain.
- (b) the minimum rate of pay we reasonably expect to pay you if you agree that we may supply you to a Client will be £ 12.00 per hour or a figure which is reasonable in view of your qualifications and experience.
- (c) we undertake to pay you in respect of work done by you whether or not we are paid by the Client and the provision entitling us to withhold payment if the Client withholds or fails to make payment to us in clause 4 shall not apply
- (d) whilst we shall at all times act in good faith and shall seek the minimum rate of pay indicated, we cannot guarantee that the rate of pay will not be less and accept no liability if we offer you work at a lower rate whether or not you accept such work
- (e) clause 3(a) of the Contract shall not apply.

cont

## 3. Privacy Policy

This privacy policy sets out how Cooper Lomaz Recruitment Ltd uses and protects any information that you give us when you use this website.

We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

### What we collect

We may collect the following information:

- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys

### What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our services.
- We may periodically send you emails with information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

### Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

### How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

### Controlling your personal information

if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by emailing us at [contact@cooperlomaz.co.uk](mailto:contact@cooperlomaz.co.uk)

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to Cooper Lomaz Recruitment Ltd, St Edmunds House, Lower Baxter Street, Bjury St Edmunds, Suffolk IP33 1ET.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.