

AGREEMENT FOR THE SUPPLY OF EMPLOYEES, WORKERS, AGENCY WORKERS AND CONTRACTORS

This agreement for the supply of employees, workers, agency workers and contractors (the “**Agreement**”) is between:

1. **ARAG Services Limited** (Company Number: 03457887) whose registered office is at 4A Greenway Court, Bedwas, Caerphilly, Wales CF83 8DW (“**ARAG**”); and
2. The “**Agency**” – the agency appointed by ARAG (where an Agency Form is agreed, details of the Agency are provided on such Agency Form)

(Each a “**Party**” and together the “**Parties**”).

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Agreement the following words and phrases shall have the meanings set out below, unless the context otherwise requires:

Agency Form: means the form, if any, agreed between the Parties (in the format supplied by ARAG) setting out certain particulars of the Agency’s appointment in connection with this Agreement, such as the commencement date, Introduction Fees and rebate provisions, as necessary;

Agency Worker: means an individual providing services to ARAG, engaged with the Agency in accordance with regulation 3 of the AWR 2010;

Agency Worker Fees: means the fees ARAG and the Agency agree in writing are due and payable for an Agency Worker providing services to ARAG;

Agreement: means this agreement, including its body and any and all Schedules;

Applicable Laws: means any and all laws, regulations, regulatory policies, guidelines or industry codes relating to or applicable to the Services (all as may be amended, extended or re-enacted from time to time);

Applicant: means any individual Introduced to ARAG for ARAG to consider for a Vacancy;

Applicant Tracking System: means the system and database administered by ARAG for the tracking of Vacancies within the ARAG Group and any applications made for such Vacancies;

ARAG’s Recruitment Department: means the relevant member of ARAG’s recruitment team as advised by ARAG from time to time, which in default shall be ARAG’s Recruitment Manager;

ARAG’s Recruitment Manager: means the individual appointed by ARAG;

Assignment: means an Agency Worker being provided with services to perform for ARAG;

AWR 2010: means The Agency Workers Regulations 2010 (as amended from time to time);

Best Industry Practice: means the degree of skill, care, diligence, prudence and foresight that would reasonably be expected of a market leading, experienced agent operating in the same type of undertaking under the same or similar circumstances;

CEST: means the HMRC’s Check Employment Status for Tax tool which establishes whether the Off Payroll Working Rules, also known as the IR35 rules, apply to a Contractor or not;

Change of Control: occurs if either: (i) the majority of shares carrying a right to vote in the Agency or its direct Parent Undertaking (as defined in section 1162 of the Companies Act 2006) are acquired by a person who is not at the date of this Agreement a majority shareholder; or (ii) there is a change in the direct ownership of the legal power to direct, or cause the direction of, the general management and policies of the Agency;

Commencement Date: means the commencement date on the Agency Form, or the date of the first Instruction if no Agency Form is agreed;

Company: means a company that agrees with the Agency to supply a Contractor to provide services to ARAG;

Company Contract: means the agreement entered into between the Agency and the Company;

Conduct Regulations 2003: means the Conduct of Employment Agencies and Employment Business Regulations 2003 (SI 2003/3319)

Confidential Information: means all information of a confidential nature including information relating to the customers, suppliers, business, affairs, finances, systems, processes, and/or methods of operation of either Party and its Group (whether such information is disclosed in writing, by delivery of items, orally, by visual presentation, by means of providing access to such information (when, for example, the information is contained on a database) or otherwise and whether or not such information is expressly stated as confidential or marked as such) including:

- (a) any such information subsisting in any Intellectual Property Rights of either Party or its Group;
- (b) any such information which is commercially sensitive or price sensitive; and
- (c) the provisions and subject matter of this Agreement;

Consultancy Contract: means the agreement entered into between the Agency and a Contractor not engaged via a Company;

Contractor(s): means a legal entity Introduced and appointed as a self-employed contractor at ARAG;

Contractor Schedule: means the Schedule issued in respect of each Contractor Engaged by ARAG in the format included at Schedule 3;

DPL: means all applicable data protection legislation, including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended from time to time, and all applicable laws, enactments, regulations, orders, standards and other similar instruments relating to the processing of personal data and privacy, in force during the term of this Agreement including those that come into force after the Commencement Date, and including where applicable, and to the extent having the force of law, the guidance notes and codes of practice issued by the Information Commissioner (or any successor body);

Employment Business: means an employment business as defined in section 13(1) and (3) of the Employment Agencies Act 1973;

Engagement: means ARAG engaging an Applicant under either a contract for service or an employment contract and the Applicant commencing work for ARAG. The term “**Engaged**” shall be construed accordingly;

Group: means in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company (where “subsidiary” and “holding company” shall have the meanings prescribed to such terms in section 1159 of the Companies Act 2006);

Hiring Manager: means the manager of the ARAG department within which the successful Applicant will be Engaged;

Instruction: means ARAG instructing the Agency to provide suitable candidates for a Vacancy and the term “**Instructs**” shall be construed accordingly;

Introduction: means where, following an Instruction, the Agency uploads the curriculum vitae and full details of an Applicant or other information that would identify them to ARAG in accordance with Clause 3 and Schedule 1 on to the Applicant Tracking System for a specific Vacancy. The terms “**Introduces**” and “**Introduced**” shall be construed accordingly;

Introduction Fee: means the fee ARAG pays the Agency for the Engagement of Workers as set out in the Agency Form;

ITEPA: means the Income Tax (Earnings and Pensions) Act 2003;

Off Payroll Working Rules: means the rules set out in Social Security Contributions (Intermediaries) Regulations 2000 (SI 2000/727) and Chapters 8 and 10, Part 2 of the Income Tax (Earnings and Pensions) Act 2003;

Other Qualifying Payments: means any remuneration payable to the Agency Worker (other than their basic hourly rate), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by an Agency Worker and are not linked to a financial participation scheme (as defined by the AWR 2010);

Purchase Order: means a finance purchase order (excluding any terms and conditions contained in the purchase order) issued by ARAG to the Agency for the Services;

Qualifying Agency Worker: means any Agency Worker the Agency (or the Agency’s subcontractor) provides to ARAG that is entitled to basic working and employment conditions in accordance with regulation 5 – 8 (inclusive) of the AWR 2010;

Relevant Terms and Conditions: means the relevant terms and conditions for any particular Qualifying Agency Worker as defined in regulation 6 of the AWR 2010;

Remuneration: means base annual salary ONLY and shall not include any other payments such as guaranteed and/ or anticipated bonus and commission earnings, allowances, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the successful Applicant;

Services: means the review, selection and Introduction of Applicants to ARAG following an Instruction;

Service Fee: means the fee payable for any Contractor’s services as agreed and detailed in the Contractor Schedule;

Supplier Code of Conduct: means ARAG’s code of conduct set out at <https://www.arag.co.uk/corporate-social-responsibility/third-party-code-conduct> (or such other address notified by ARAG from time to time) as updated from time to time;

Vacancy: means any temporary or permanent job vacancy or prospective job vacancy at ARAG;

VAT: means value added tax as defined in the Value Added Tax Act 1994 (and legislation supplemental to it) and including any other tax from time to time replacing it or of a similar fiscal nature, or its equivalent charged in other jurisdictions, and any interest or penalties in respect thereof;

Worker: means an individual Introduced to ARAG and Engaged by ARAG as an employee or worker of ARAG (where “employee” and “worker” shall have the meanings prescribed to such terms in section 230 of the Employment Rights Act 1996);

Working Day: means any day which is not a Saturday, Sunday or public holiday in England (or Scotland where the Services are to be provided in Scotland).

- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. References to Clauses are to Clauses in the main body of this Agreement, and references to Paragraphs are to Paragraphs of the relevant Schedules.
- 1.4. The Clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.5. Any words following the terms “including”, “include”, “in particular”, “for example”, “such as” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, phrase or term preceding those terms.
- 1.6. Any reference to a statute, statutory provision or subordinate legislation (except where the context otherwise requires) (a) shall be deemed to include any bye laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (b) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification at any time).
- 1.7. In the event of any conflict or inconsistency between a Clause of the main body of this Agreement and a Paragraph of any of the Schedules to this Agreement, the Clause(s) of this Agreement shall take priority as between them to the extent that is necessary to resolve the conflict or inconsistency.
- 1.8. Unless expressly provided otherwise, a reference to “writing” or “written” includes e-mail but not fax.

2. AGREEMENT

- 2.1. This Agreement commences on the Commencement Date and continues in full force and effect until terminated in accordance with the terms of this Agreement.
- 2.2. In the absence of a signed Agency Form, the Agency accepting an Instruction will constitute the Agency accepting the terms of this Agreement.
- 2.3. The Parties acknowledge that ARAG has its own recruitment team and engages multiple suppliers to recruit for Vacancies. An Instruction does not grant the Agency with any exclusivity to provide the Services for that Vacancy.
- 2.4. ARAG has absolute discretion whether to Instruct the Agency on any Vacancy and does not guarantee it will provide the Agency with Instructions.
- 2.5. This Agreement, Agency Form and any Contractor Schedule apply to the subject matter of the Agreement to the exclusion of, and supersede, any other terms and conditions issued by the Agency relating to such subject matter.

3. SERVICES

- 3.1. If ARAG Instructs the Agency, the Agency shall supply the Services to ARAG in accordance with the process and service levels outlined in Schedule 1.

- 3.2. The Agency warrants that the Services shall be provided:
- (a) using reasonable care and skill, integrity and honesty;
 - (b) using appropriately qualified, experienced and trained personnel;
 - (c) with due regard for equal opportunities;
 - (d) in accordance with Best Industry Practice; and
 - (e) in accordance with all Applicable Laws.
- 3.3. The Agency shall at all times comply with the Supplier Code of Conduct and any further relevant policies notified to the Agency from time to time.
- 3.4. The Agency shall take all reasonable steps to ensure the suitability of any Applicant, including ensuring that the Applicant:
- (a) is interested in and suitable for the Vacancy;
 - (b) has the requisite identification and “right to work” documentation;
 - (c) has the requisite experience, training, qualifications and any authorisations which ARAG considers necessary and/or which might be required by law or by any professional body for the Vacancy;
 - (d) is of good character and integrity; and
 - (e) is fluent in both written and spoken English.
- 3.5. The Agency shall collect, retain and, if ARAG requests, promptly disclose to ARAG:
- (a) the Applicant’s identification and “right to work” documentation;
 - (b) the Applicant’s proof of address that is no less than three (3) months old;
 - (c) the Applicant’s verification documents that pertain to any relevant qualifications and/or authorisations;
 - (d) the Applicant’s instruction to the Agency to apply for a Vacancy; and
 - (e) appropriate references (which for Contractors must be for a period of not less than six (6) months immediately before Engagement).

Additional Services for Applicants who are Contractors

- 3.6. If the Applicant is a Contractor, in addition to complying with Clauses 3.1 to Clause 3.5, the Agency shall:
- (a) collect, retain and if ARAG requests, promptly disclose to ARAG:
 - (i) a certificate of incorporation (where the Contractor is Engaged via a Company);
 - (ii) VAT details (where the Contractor is Engaged via a VAT registered Company); and
 - (iii) proof of Employer’s Liability Insurance, Public Liability Insurance and Professional Indemnity Insurance corresponding with the minimum requirements included in the Contractor Schedule; and

(b) enter into a legally binding:

- (i) Company Contract (where the Contractor is Engaged via a Company) which must include the minimum Company Contract requirements included in Schedule 2; or
- (ii) Consultancy Contract (where the Contractor is not Engaged via a Company) which must include the minimum Consultancy Contract requirements included in Schedule 2.

3.7. If the Agency Introduces an Agency Worker to ARAG, the Agency shall comply with AWR 2010 and Schedule 4.

Monitor and Audit

3.8. The Parties will, unless ARAG confirms otherwise, meet at least once every year to review and monitor the progress of the Services.

3.9. Without prejudice to Clause 3.8, either Party may call meetings at reasonable intervals to monitor and oversee the operation of this Agreement and to resolve any day-to-day issues.

3.10. ARAG may audit the Agency at intervals it deems appropriate. Such audits shall take place remotely and/or at the Agency's premises (unless ARAG confirms otherwise) and will be limited to information related to the Applicants, together with all systems and procedures ARAG deems relevant.

3.11. The Agency shall immediately notify ARAG if it believes, or becomes aware of any matter that indicates that, any Worker, Contractor or Agency Worker is or might be unsuitable or is inconsistent with any information previously provided including where a Worker, Contractor or Agency Worker ceases to have the appropriate skills, approval or a right to work in the United Kingdom.

4. FEES

Workers' Introduction Fees

4.1. ARAG shall pay the Agency an Introduction Fee in accordance with Clause 5.

4.2. If a Worker is Engaged on a fixed term basis for less than one (1) year, the Introduction Fee payable will be calculated on a pro rata basis, (e.g. where the Worker is Engaged for six (6) months on a fixed term basis, the Introduction Fee payable will be reduced by 50%).

4.3. If a Worker Engaged on a fixed term basis subsequently works for longer than the original fixed term, the maximum the Agency may demand is the pro rata amount of the Introduction Fee for the additional period worked above the original fixed term. ARAG will in no circumstances pay more than 100% of the Introduction Fee that would be due if the Worker had been engaged on a permanent contract.

4.4. ARAG will not pay the Agency an Introduction Fee if:

- (a) the Agency materially breaches the Agreement in connection with the Instruction;
- (b) the Applicant applies to ARAG direct in response to an advertisement placed by or on behalf of ARAG;
- (c) the Applicant is already on the Applicant Tracking System; and/or
- (d) it has been six (6) months or more since the Applicant was Introduced.

4.5. Where applicable, the Agency may charge VAT to ARAG, at the prevailing rate, subject to the Agency providing ARAG with a VAT invoice.

Contractors' Service Fees

- 4.6. ARAG shall pay the Service Fee to the Agency for the Contractor providing services to ARAG in accordance with Clause 5.
- 4.7. The Agency shall pay the Service Fee due from ARAG to the Contractor less its commission and any deductions that are required and have been agreed between the Agency and the Contractor which must at all times be in accordance with the Agency's obligations under Clause 8.
- 4.8. ARAG will not pay the Service Fee or any other payment due to the Agency for any Contractor supplied to ARAG if the Agency materially breaches this Agreement.
- 4.9. Where applicable, the Agency may charge VAT to ARAG, at the prevailing rate, subject to the Agency providing ARAG with a VAT invoice.

5. INTRODUCTION FEES AND SERVICE FEES INVOICES

- 5.1. The Agency shall invoice ARAG for Introduction Fees and/or Service Fees after ARAG notifies the Agency that the Applicant's Engagement has commenced. The invoice shall clearly set out details of the related Applicant and any VAT due.
- 5.2. ARAG shall pay the Agency Payment any Introduction Fee or Service Fee within thirty (30) days of the date of the Agency's invoice having been submitted in accordance with Clause 5.1. Unless agreed otherwise, payment will be made by bank transfer to the account the Agency notifies ARAG of in writing from time to time.
- 5.3. ARAG paying any invoices will: (i) not be deemed to be ARAG approving and/or accepting the services related to the invoice; and (ii) be without prejudice to the rights of ARAG under this Agreement in respect of any failure or delay on the part of the Agency to perform its obligations.
- 5.4. ARAG may dispute an invoice that the Agency submits. ARAG shall pay the amount of the invoice that is not in dispute and is permitted to withhold the disputed amount pending resolution of the dispute. The Agency and ARAG will use reasonable endeavors to resolve any such dispute within twenty (20) days of the dispute arising. Any dispute which has not been settled by the parties within twenty (20) days shall be dealt with in accordance with the dispute resolution procedure in Clause 16.
- 5.5. If ARAG fails to make any payment due to the Agency in accordance with the payment terms at Clause 5.2, then ARAG shall pay interest on the overdue sum from the due date of the sum due until payment of the overdue sum. Interest under this clause will accrue daily at the annual rate of 2% above the Bank of England's base rate from time to time.

6. REBATE

- 6.1. In respect of the rebate provisions in the Agency Form, the Engagement will be deemed terminated upon either:
 - (a) the date a Party serves notice on the other Party of its intention to terminate the Engagement; or
 - (b) if no notice of termination is provided, the last day that Services are provided to ARAG.

For the avoidance of doubt, any notice period required to be given and/or served under the Engagement will not count towards the months Engaged at ARAG.

7. ARAG'S OBLIGATIONS

7.1. ARAG shall:

- (a) comply with its obligations relating to the Instruction process as set out in Schedule 1;
- (b) notify the Agency of any offer it makes to the Applicant;
- (c) notify the Agency of the Applicant's acceptance and provide the Agency with Remuneration information; and
- (d) pay the Agency any Introduction Fee, Service Fee or Agency Worker Fee due in accordance with this Agreement.

8. OFF PAYROLL WORKING RULES FOR CONTRACTORS

- 8.1. ARAG shall conduct a CEST, or equivalent, prior to Engagement of a Contractor to determine the Contractor's employment status for tax purposes, and shall notify the Agency as soon as reasonably practicable of the outcome of that process.
- 8.2. During the Engagement of a Contractor, ARAG may conduct a CEST, or equivalent, of a Contractor and should the outcome of that process confirm a change in employment status for tax purposes of the Contractor, ARAG will inform the Agency and the Contractor of that change as soon as reasonably practicable.
- 8.3. Following the determination of the Contractor's employment status for tax purposes, the following shall apply:
 - (a) if a Contractor Engaged not via a Company is deemed to be an employee for tax purposes and not self employed, the Agency shall immediately engage that Contractor as an Agency Worker and the Agency shall immediately provide ARAG with:
 - (i) all relevant documents and evidence to demonstrate that it has complied with this Clause 8.3, within 48 hours of receiving written notification from ARAG under Clauses 8.1 or 8.2; and
 - (ii) written communication of the proposed Agency Worker Fees that must be agreed between the Parties.
 - (b) Pursuant to the circumstances set out in Clause 8.3(a):
 - (i) the Agency shall procure that the Contractor shall make all applicable statutory deductions from the Services Fee and account to HM Revenue & Customs for them, including those in respect of the apprenticeship levy, income tax and national insurance contributions.
 - (ii) should the Contractor refuse to engage with the Agency as an Agency Worker, the Agency shall immediately notify ARAG and ARAG shall have sole discretion to terminate the Contractor's appointment immediately, and it shall immediately notify the Agency of its decision.
 - (iii) upon termination of the Contractor, ARAG shall have no liability to the Agency whatsoever, save for the Service Fees due and payable for Services already performed.
 - (iv) should the Contractor bring a claim against ARAG and/or any member of ARAG Group in connection with its termination or otherwise, the Agency shall indemnify ARAG and/or each member of ARAG Group from and against any and all expenses, liabilities, losses, demands, costs, claims, fines, damages and proceedings incurred by ARAG and/or any member of ARAG Group in respect of, or connected with, or resulting from that claim.

(c) if a Contractor is Engaged via a Company and:

- (i) the Contractor is deemed to be treated as an employee for tax purposes; and
- (ii) the Company is not 'small company exempt' in accordance with the Off Payroll Working Rules,

the Agency shall make, or shall procure that the Company makes, all statutory deductions from the Services Fee and accounts to HM Revenue & Customs for them before paying the Company including those in respect of the apprenticeship levy, income tax and national insurance contributions.

(d) If a Contractor is Engaged via a Company and:

- (i) the Contractor is deemed to be treated as an employee for tax purposes; and
- (ii) the Company is 'small company exempt' in accordance with the Off Payroll Working Rules,

the Agency shall procure that the Contractor shall make all statutory deductions from the Services Fee and accounts to HM Revenue & Customs for them including those in respect of the apprenticeship levy, income tax and national insurance contributions.

9. INDEMNITY

- 9.1. The Agency shall indemnify ARAG and ARAG Group from and against any and all expenses, liabilities, losses, demands, costs, claims, fines, damages and proceedings incurred by ARAG and/or any member of ARAG Group in respect of, or connected with, or resulting from, the Agency's (including its employees, officers or agents) negligence, misrepresentation or breach of any of the Agency's obligations under this Agreement.
- 9.2. The Agency shall procure that each Contractor and/or Company indemnifies and keeps indemnified ARAG and/or any member of ARAG Group from and against any and all expenses, liabilities, losses, demands, costs, claims, fines, damages and proceedings incurred by ARAG and/or any member of ARAG Group in respect of, or connected with, or resulting from:
 - (a) any income tax, apprenticeship levy, national insurance or similar contributions and any VAT (including any penalties, interest or gross up) ARAG is required to pay connected to payments ARAG makes in connection with this Agreement;
 - (b) a claim by a third party that receipt or use of any deliverable and/or receipt or use of any part of the Services infringes any intellectual property rights;
 - (c) the negligence, dishonesty or misconduct of the Company and/or Contractors; and
 - (d) the employment or termination of employment of any Contractor's personnel who transfer to or purport to transfer to ARAG (or its Group) by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) ("TUPE") and/or any failure by the Contractor to comply with any applicable information and consultation obligations under TUPE.
- 9.3. In the event that the indemnity described in Clause 9.2 has not been procured with no permissible limitations on liability, the Agency shall inform ARAG as soon as reasonably practicable and in any event before ARAG has made any binding commitment in respect of the Contractor, or incurred any fees of any kind in respect of their Engagement and shall indemnify ARAG and/or any member of ARAG' Group for any and all expenses, liabilities, losses, demands, costs, claims, fines, damages and proceedings incurred by ARAG and/or any member of ARAG' Group that are not recoverable from the Contractor and/or Company because the indemnity in Clause 9.2 has not been procured from the Contractor and/or Company.

- 9.4. The Agency shall indemnify ARAG against all liabilities arising out of or in connection with any transfer, or deemed or alleged transfer, by operation of law of any of the Agency's employees or any Agency Worker occurring pursuant to the termination of this Agreement.
- 9.5. During the term of this Agreement (and for a period of 6 years thereafter), the Agency shall maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £3 million and shall on ARAG's request, produce both the insurance certificate giving details of the cover and the receipt for the current year's premium.

10. CONFIDENTIALITY

- 10.1. Subject to Clauses 10.2 and 10.3, each Party undertakes to keep confidential any Confidential Information relating to the other Party and/or the other Party's Group and not to disclose such Confidential Information to any other person.
- 10.2. Each Party ("**the Receiving Party**") may disclose Confidential Information of the other Party ("**the Disclosing Party**"):
- (a) to any member of its Group and to any of its, or members of its Group's, directors, employees, advisers, officers, representatives and agents solely to the extent necessary for the Receiving Party to perform its obligations under this Agreement and provided that the Receiving Party ensures that all such recipients are made aware of the confidential nature of the information and are prior to and for the duration of the disclosure bound by duties of confidentiality on terms which are no less restrictive than those imposed in this Clause 10; and
 - (b) as might be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. The obligations of confidentiality in this Clause 10 shall not apply to any information which:
- (a) was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party;
 - (b) is, or becomes, publicly available through no fault of the Disclosing Party;
 - (c) is provided to the Receiving Party without restriction on disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure; or
 - (d) was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Disclosing Party.
- 10.4. The obligations in this Clause 10 shall survive termination of this Agreement.

11. DATA PROTECTION

- 11.1. The Parties acknowledge and agree that each Party shall be a separate and independent Data Controller in respect of any Personal Data collected by them or that they hold under this Agreement and each Party shall ensure that they comply strictly with their obligations as a Data Controller under the DPL.
- 11.2. Each Party shall use all reasonable endeavours to assist the other Party in complying with all obligations imposed on them by the DPL with regards to Personal Data processed under this Agreement and shall not by act or omission cause the other Party to be in breach of its obligations under the DPL.

- 11.3. Without prejudice to the generality of Clause 11.2, prior to an Introduction being made to ARAG, the Agency shall inform the Applicant of, and direct the Applicant to read ARAG's "Data Protection Privacy Notice" on ARAG's career website page setting out how the Applicant's Personal Data shall be processed by ARAG.

12. INFORMATION SECURITY

- 12.1. Each Party shall have in place appropriate administrative, physical, procedural and technical controls to ensure the security (confidentiality, integrity and availability) of information.

13. CORPORATE RESPONSIBILITY AND FINANCIAL CRIME

- 13.1. The Agency undertakes, warrants and/or represents that:
- (a) without prejudice to the generality of Clause 3.2(e), it shall comply with all applicable laws relating to anti-bribery, anti-corruption, anti-slavery and anti-tax evasion including the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 (the "Relevant Requirements");
 - (b) it has and shall maintain in place throughout the term of this Agreement its own systems, controls, training, policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
 - (c) it shall promptly report ARAG of any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of this Agreement;
 - (d) neither it nor any of its personnel:
 - (i) has committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
 - (ii) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; and
 - (e) it shall notify ARAG immediately in writing if it becomes aware or has reason to believe that it, or any of its personnel have breached or potentially breached any of the obligations under this Clause 13. Such notice to set out full details of the circumstances concerning the breach or potential breach.
- 13.2. The Agency shall maintain on an ongoing basis appropriate screening, systems and controls, procedures and training designed to prevent any breach of this Clause 13.

14. NON SOLICITATION

- 14.1. The Agency shall not on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six (6) months from the end of, the term of this Agreement, approach, solicit, headhunt or entice away or attempt to entice away or authorise the taking of such action by any other person, any workers or employees of ARAG or its Group under any circumstances, except without ARAG's advanced express written consent which it may provide in its absolute discretion. For the avoidance of doubt this shall include any Workers or Agency Workers previously Introduced by the Agency.

15. MARKETING

- 15.1. The Agency shall not use the name, brand, logo or any materials readily identifiable as connected to ARAG or the ARAG Group for advertising or reference of any kind without the prior express written permission of ARAG's Recruitment Manager.
- 15.2. ARAG accepts no liability for any advertising, promotional or marketing costs incurred by the Agency.

16. DISPUTE RESOLUTION

- 16.1. The Parties agree to discuss in good faith with a view to resolving any dispute, controversy or claim arising out of or in connection with this Agreement amicably and promptly by negotiation between the Parties.
- 16.2. If any dispute arises between the Parties under or in relation to this Agreement it must first be referred to the Level 1 Representatives as contained in the Services Schedule and thereafter if it cannot be resolved by the Level 1 Representatives within ten (10) Working Days, it must be referred to the Level 2 Representatives referred to in the Services Schedule.
- 16.3. If the dispute cannot be resolved in accordance with Clause 16.2 and if both Parties agree, the dispute will be referred to mediation. The mediator shall be appointed by the Centre for Dispute Resolution ("CEDR") subject to approval by each of the Parties.
- 16.4. Each Party shall bear its own costs for the procedures set out in Clauses 16.2 and 16.3 and such costs will not be recoverable in any action except that the Parties agree to share equally in the costs incurred by the mediator and CEDR.
- 16.5. Except where and to the extent clearly prevented by the dispute, both Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved.
- 16.6. If the matter has not been resolved by the mediation procedure outlined above within ninety (90) days of the dispute arising either Party may refer the dispute to the courts.
- 16.7. Nothing in this Clause 16 shall prejudice the right of either Party to apply to Court for interim relief to prevent the violation by the other Party of any proprietary interest, or any breach of the other Party's obligations under this Agreement.

17. TERMINATION

- 17.1. Either Party may terminate an Instruction on immediate notice at any time.
- 17.2. Either Party may terminate this Agreement for any reason by providing the other Party with at least thirty (30) days prior written notice.
- 17.3. ARAG may terminate this Agreement in full or in part immediately upon written notice to the Agency in the event that the Agency:
 - (a) experiences a Change of Control;
 - (b) commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
 - (c) commits a breach of Schedule 4 Paragraph 1.7;
 - (d) 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;

- (e) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(2) or 123(2) of the IA 1986;
- (f) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (g) applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (h) is subject to (i) a filed petition; (ii) a notice (iii) a passed resolution; and/or (iv) an order is made, for or in connection with the winding up of the Agency;
- (i) is subject to a court application and/or a court order for an appointment of an administrator or notice of intent to appoint an administrator or an administrator is appointed over the Agency;
- (j) is subject to an entity being entitled to appoint or already appointing an administrative receiver over all or any of its assets;
- (k) is subject to a creditor or encumbrancer of the Agency taking possession of, or any other such process is levied or enforced on or sued against, the whole or any part of the Agency’s assets and such attachment or process is not discharged within 14 days;
- (l) is subject to an event or proceeding that has an effect equivalent or similar to any of the events mentioned in Clause 17.3(d) 17.3(l) (inclusive); or
- (m) suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business.

17.4. Termination of this Agreement, howsoever caused, shall not affect rights and liabilities that have already accrued before termination, nor shall it affect any provision of this Agreement that expressly or by implication is intended to come into force or continue in force after termination.

18. NO PARTNERSHIP OR AGENCY

Except as expressly provided otherwise in this Agreement, nothing in this Agreement is intended to or shall be deemed to establish a partnership or joint venture between any of the Parties, create a relationship of principal and agent for any purpose between the Parties or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

19. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement, including payment, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one month the party not affected may terminate this Agreement by giving seven days’ written notice to the affected party

20. VARIATION

No variation of this Agreement shall be effective unless made in writing and signed by duly authorised representatives of each Party.

21. THIRD PARTY RIGHTS

Apart from a member of the ARAG Group a person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22. RIGHTS AND REMEDIES

The rights and remedies of ARAG provided under this Agreement are in addition to, and not exclusive of, any of its rights or remedies provided by law.

23. NOTICES

- 23.1. Except as otherwise expressly provided, any notice or other communication from the Agency to ARAG which is required to be given under or in connection with this Agreement must be in writing and delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or e-mail to the addresses set out below:

ARAG:

Address: ARAG's Recruitment Manager, ARAG's registered office address at Companies House.

Email: ARAG's Recruitment Manager's email address notified to the Agency from time to time.

- 23.2. Clause 23.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Clause 23.2, "**writing**" shall not include e-mail.

24. SEVERABILITY

- 24.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 24.1 shall not affect the validity and enforceability of the rest of this Agreement.
- 24.2. If a Party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. ASSIGNMENT

Neither Party may assign or transfer any or all of its rights or obligations under this Agreement without the prior written consent of the other Party except that ARAG shall be entitled by notice to the Agency (and without the prior written consent of the Agency) to assign or transfer any or all of its rights and obligations to another member of the ARAG Group.

26. ENTIRE AGREEMENT

- 26.1. This Agreement constitutes the entire agreement between the Parties in relation to its subject matter, and replaces and extinguishes all prior oral or written agreements, draft agreements, arrangements, undertakings or collateral contracts of any nature made by the Parties, and takes precedence over any other terms and conditions, whether oral or written, in relation to such subject matter.
- 26.2. Each Party acknowledges that in entering into this Agreement it is not relying on, and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) that are not set out in this Agreement.
- 26.3. Nothing in this Clause 26 shall exclude or restrict the liability of either Party arising out of fraud, fraudulent misrepresentation or fraudulent concealment.

27. GOVERNING LAW & JURISDICTION

- 27.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed, construed and interpreted in accordance with English law.
- 27.2. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

SCHEDULE 1

SERVICES SCHEDULE

1. ARAG INSTRUCTION

- 1.1. Within the Instruction, ARAG will provide the Agency with the following information:
 - (a) the Vacancy job title;
 - (b) the type of work required to be carried out by the Applicant;
 - (c) the location and hours of work;
 - (d) the experience, training, qualifications and any authorisations which ARAG considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position;
 - (e) the proposed start date and/or likely duration of the work (if applicable);
 - (f) the minimum rate of Remuneration along with expenses and any other benefits that would be offered; and
 - (g) the intervals of payment of Remuneration.
- 1.2. Hiring Managers must not be contacted directly by the Agency without the prior agreement of the ARAG Recruitment Department. ARAG shall arrange for a meeting between the Agency and the Hiring Manager if reasonably necessary to clarify the requirements of the Vacancy.
- 1.3. Prior to an Introduction being made to ARAG, the Agency shall brief the Applicant fully on the details of the Instruction and obtain the Applicant's express written consent to be Introduced.
- 1.4. An Introduction shall only be valid if it is in response to a specific Instruction in relation to a specific location. No Introduction Fee shall be payable for Applicants previously Introduced by the Agency for previous vacancies unless the said Applicant has been re-Introduced pursuant to a new Instruction.
- 1.5. Where an Applicant has been Introduced both by the Agency and an alternative recruitment agency in response to a Vacancy:
 - (a) ARAG shall endeavour to inform the affected agencies; and
 - (b) any relevant fees shall be paid solely to the agency that Introduced the Applicant first for the Vacancy. ARAG shall make this judgement on a good faith basis and in the case of any doubt shall refer to Applicant preference. The Agency acknowledges that the decision of ARAG on this matter shall be final and binding and the Agency waives any right to challenge such decision.
- 1.6. For the avoidance of doubt any applications and/or CVs provided outside of the Applicant Tracking System will be considered speculative and shall not constitute a valid Introduction and therefore will not be subject to any Introduction Fee, Agency Worker Fee or Service Fee.

2. APPLICANT INTRODUCTION PROCESS (NON-CONTRACTORS)

- 2.1. Unless expressly agreed otherwise with the ARAG Recruitment Department, Applicants will only be deemed to be validly Introduced under this Agreement when submitted through the

Applicant Tracking System against the appropriate Vacancy for which the Agency has been Instructed. For the avoidance of doubt, an Introduction must include the Applicants full details and up-to-date CV.

- 2.2. ARAG will aim to provide the Agency with feedback on Introductions within five (5) Working Days of the Introduction being made and within three (3) Working Days of Applicants being interviewed (if applicable).

3. APPLICANT INTRODUCTION PROCESS (CONTRACTORS)

- 3.1. The Agency shall sign a completed Contractor Schedule provided by ARAG for each Contractor before Engagement. If the Agency does not sign the Contractor Schedule before the Contractor is Engaged, the Contractor Schedule ARAG has provided to the Agency will be deemed signed by the Agency upon Engagement.
- 3.2. ARAG has no liability in respect of, or in connection with any proposed self-employed contractor before Engagement if ARAG has not signed the Contractor Schedule.

4. SERVICE LEVELS

The Agency shall aim to provide the Services to the following minimum benchmark ratios:

Introduction/Engagement Ratio	5:1
Introduction/Interview Ratio	5:3
Interview/Offer Ratio	3:1
Offer/Acceptance Ratio	1:1

5. AGENCY NOTIFICATION

- 5.1. If ARAG decides to make an offer of Engagement to an Applicant who has been Introduced (strictly under the terms of this Agreement), ARAG will notify the Agency.
- 5.2. The notification shall be provided by the ARAG's Recruitment Department only. If notification is received from any other person, the Agency shall forthwith gain confirmation from the ARAG Recruitment Department before informing the Applicant and/or before any Fee is payable.

6. DISPUTE RESOLUTION

Level 1 Representatives

ARAG: ARAG's Recruitment Department

AGENCY: The Agency's agent that was communicating with ARAG in connection with the Instruction and/or Services that are in dispute

Level 2 Representatives

ARAG: ARAG's Recruitment Manager

AGENCY: The manager of the Level 1 Representative.

SCHEDULE 2

MINIMUM COMPANY CONTRACT REQUIREMENTS

- 1 Any reference to ARAG in Paragraph 2 or 3 of this Schedule 2, or in Annex 1 to this Schedule 2 shall be deemed to refer to both ARAG and its Group.
- 2 The Agency shall ensure that any Consultancy Contract or Company Contract entered into in respect of an Engaged Contractor contains provisions requiring that:
 - (a) the Contractor shall ensure that any services are provided by appropriately, trained and qualified personnel so that the services are performed in accordance with the standard of skill, care and diligence reasonably to be expected of a market leading, professional operative of the appropriate discipline or disciplines experienced in the supply of services similar to the services being provided to ARAG to clients of a similar type to ARAG;
 - (b) the Contractor shall at its own cost provide all necessary materials, instruments and equipment to those personnel performing the Services;
 - (c) the Contractor shall not represent that they have any authority to make any commitments, enter into any agreement, or in any way act as an agent of ARAG unless expressly agreed between the Contractor and ARAG;
 - (d) the Contractor shall not act or make any statement or otherwise behave in any manner that is reasonably likely to result in any prejudice to ARAG;
 - (e) the Contractor shall not, and procures that any personnel or sub-contractors it engages to service ARAG shall not solicit or accept any commission, gift or other financial benefit or inducement from any of ARAG's business partners, suppliers or potential business partners or suppliers or operate in manner that may cause a conflict of interest to arise;
 - (f) where any Contractor or its personnel are required to attend ARAG's premises, such personnel shall adhere to ARAG's health and safety policies and all other applicable policies notified to the Contractor and/or such personnel from time to time;
 - (g) the Contractor shall provide its Services conform with any specification or standards either included in the Contractor Schedule or as set out by ARAG from time to time in writing, and with any timetable or targets for progress, delivery and/or completion of the Services to include providing regular progress reports;
 - (h) the Contractor shall use all reasonable endeavours to ensure that no computer virus or any similar or analogous destructive or disruptive code is introduced onto any ARAG or third party computer equipment or systems by any act, omission or negligence of it or the Contractor;
 - (i) the Contractor must comply at all times with the provisions of Annex 1 of this Schedule 2;
 - (j) the Contractor to take reasonable steps to safeguard the safety of itself and any personnel, sub-contractors and all other persons who may be affected by its actions whilst at any ARAG premises;
 - (k) the Contractor shall pay for all training, help and guidance which the Contractor requires to effectively deliver the Services and, unless otherwise agreed with ARAG, shall provide such equipment, materials and data that is necessary to deliver the Services. Any such equipment should be properly insured by the Contractor with third party liability for business use;
 - (l) if ARAG is not satisfied with the Contractor's output or work product (the "Defective Services") the Contractor shall be responsible for remedying such Defective Services and

shall at ARAG' discretion either refund any Service Fees paid in respect of the Services or correct such Defective Services in its own time and at its own expense at no extra cost to ARAG;

- (m) the Contractor shall notify ARAG in advance of any period during which the Services will not be provided or will be provided outside the parameters agreed in the Contractor Schedule; and
- (n) the Contractor shall give ARAG and its representatives / regulators the right to audit its records, systems and documents connected with the provision of the Services.

- 3 The Agency shall use all reasonable endeavours to ensure the Contractor confers a benefit on and is enforceable by ARAG, and if it is not, shall enforce it on ARAG' behalf at ARAG' instruction.

Annex 1 (to Schedule 2) – Confidentiality, Data Protection, & Information Security

1. CONFIDENTIALITY

- (a) For the purposes of this paragraph 1, “**Confidential Information**” means any confidential information and/or material of ARAG (or any ARAG’ group companies, customers, clients business partners, advisors and suppliers), including information and/or materials relating to its business, customers, affairs, finances, systems, processes and/or methods of operation which is disclosed or made available to the Contractor in connection with the operation of the Contract (whether oral or in writing, and whether or not such information is expressly stated to be confidential or marked as such) except information which is or becomes publicly available other than as a result of any fault of the Contractor, which the Contractor can prove was lawfully in its possession before disclosure by ARAG, the Contractor developed independently or the Contractor is required to disclose by law or by court order.
- (b) The Contractor shall keep confidential all Confidential Information and shall only use (and disclose to such personnel) such information as is strictly required to perform the Services.
- (c) Unless otherwise required by applicable law, the Contractor shall, upon written request by ARAG, immediately return or destroy all Confidential Information, all tangible records and information prepared on the basis of information provided to it under or in connection with the provision of the Services, as well as copies and extracts made, and shall provide written confirmation to ARAG once this is done.
- (d) This paragraph 1 shall remain in force for a period of six (6) years after termination or expiry of the relationship between ARAG and the Contractor.

2. DATA PROTECTION

- (a) For the purposes of this paragraph 2, “**DPL**” shall mean (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (all as amended, replaced, consolidated or re-enacted from time to time) relating to data protection and privacy, including the General Data Protection Regulation (Regulation (EU) 2016/679); and (b) any code of practice or guidance published by the Information Commissioner’s Office (and any superseding supervisory bodies) from time to time. “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Data Subject Requests**”, “**Personal Data**”, “**Personal Data Breach**” and “**process/processing**” shall have the meanings prescribed to them in the DPL.
- (b) The parties acknowledge and agree that for the purposes of Personal Data received from or on behalf of ARAG, or otherwise obtained in connection with the performance of the Contractor’s obligations to ARAG, ARAG is the Data Controller and the Contractor is the Data Processor.
- (c) The parties shall set out in the Order the subject matter and duration of processing, the nature and purpose of the processing, the categories of Data Subjects and the types of Personal Data processed under or in connection with the relationship between ARAG and the Contractor.
- (d) The Contractor shall:
 - i. process the Personal Data only to the extent, and in such a manner, as is necessary for the provision of the or Services and in accordance with ARAG’ instructions from time to time and shall not process the Personal Data for any other purpose;
 - ii. maintain complete, accurate and up to date written records of any processing of Personal Data it carries out on behalf of ARAG;
 - iii. promptly comply with any request from ARAG requiring the Contractor to amend,

transfer, return or delete the Personal Data (and any existing copies of such data) in such form as ARAG reasonably requests (existing copies may be retained by the Contractor to the extent required by law and, if so, the Contractor shall inform ARAG of any such requirement);

- iv. promptly provide, at ARAG' request, a copy of all Personal Data held by the Contractor in the format and on the media reasonably specified by ARAG and any such other information as ARAG reasonably requires to demonstrate the Contractor's compliance with its obligations under this paragraph 2;
- v. not transfer the Personal Data outside the United Kingdom without the prior written consent of ARAG;
- vi. promptly inform ARAG if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Contractor shall restore such Personal Data at its own expense;
- vii. not authorise any third party or sub-contractor to process the Personal Data without ARAG' prior written consent;
- viii. provide such information, co-operation and other assistance to ARAG as ARAG reasonably requires to ensure compliance with ARAG' obligations under the DPL; and
- ix. permit ARAG or its external advisors (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Contractor's data processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by ARAG to enable ARAG to verify and procure that the Contractor is in full compliance with its obligations.

(e) The Contractor undertakes that it shall:

- i. process the Personal Data in compliance with the DPL and shall not perform its obligations in such a way as to cause ARAG to breach any of its obligations under the DPL; and
- ii. implement and maintain all necessary technical and organisational measures:
 - (i) to preserve the confidentiality and integrity of Personal Data and prevent any unlawful processing or disclosure, taking into account available technology, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects; and
 - (ii) without prejudice to paragraph 2.7, insofar as is possible, to assist ARAG in the fulfilment of ARAG' obligations to respond to Data Subject Requests.

(f) The Contractor shall ensure that:

- i. it takes reasonable steps to ensure the reliability of any of the Contractor's employees (including the Contractor) who have access to the Personal Data;
- ii. access to the Personal Data is limited to:
 - (i) those employees who need access to the Personal Data to meet the Contractor's obligations to ARAG; and
 - (ii) such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties; and
 - (iii) all of its employees involved with the Services;
 - (iv) are informed of the confidential nature of the Personal Data and are subject to a binding written contractual obligation with the Contractor to keep Personal Data confidential;
 - (v) have undertaken adequate training on the DPL applicable to the processing and the data protection obligations imposed on the Contractor in this Annex; and
 - (vi) are aware both of the Contractor's duties and their personal duties and obligations under such laws.

- (g) If the Contractor receives a Data Subject Request, the Contractor shall:
- i. notify ARAG within one (1) Business Day of receiving such a request;
 - ii. provide ARAG with full co-operation and assistance and take such action as ARAG reasonably requests in relation to the Data Subject Request, within the timescales reasonably required by ARAG;
 - iii. not disclose the Personal Data to any Data Subject or to a third party other than at the request of ARAG or as provided for in these Conditions; and
 - iv. not respond to any Data Subject Request without ARAG' prior written approval.
- (h) If the Contractor receives any complaint which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the DPL, it shall immediately notify ARAG and it shall provide ARAG with full co-operation and assistance in relation to any such complaint.
- (i) If the Contractor becomes aware of a Personal Data Breach relating to any Personal Data obtained in connection with the provisions of the services, the Contractor shall:
- i. notify ARAG without undue delay (but in no event later than twenty four (24) hours after becoming aware of the Personal Data Breach); and
 - ii. provide ARAG without undue delay with such details as ARAG reasonably requires regarding:
 - (i) the nature of the breach, including the categories and approximate numbers of Data Subjects and Personal Data records concerned;
 - (ii) any investigations into the breach;
 - (iii) the likely consequences of the breach; and
 - (iv) any measures taken, or that the Supplier recommends, to address the breach, including to mitigate its possible adverse effects.
- (j) The Contractor shall promptly resolve, at its own cost and expense, all data protection and security issues discovered by ARAG and reported to the Contractor that reveal a breach or potential breach by the Contractor of its obligations under this paragraph 2.
- (k) The Contractor shall, at all times during and after the duration of the relationship between ARAG and the Contractor, indemnify and keep indemnified and defend at its own expense ARAG (and its Group Companies) against all damage, loss, demand, expense (including legal and professional expenses), costs, liability and fines incurred by ARAG (and/or its Group Companies) or for which ARAG (and/or its Group Companies) may become liable due to any failure by the Contractor or its agents, subsidiaries or sub-contractors to comply with any of the obligations under this paragraph 2.

SCHEDULE 3

CONTRACTOR SCHEDULE

[Template format only]

This Schedule is entered into pursuant to the Agency Agreement dated [Insert Date] between ARAG Services Limited (Company Number: 03457887) (“ARAG”) and [Insert Agency Name] (Company Number: [Insert Number]) (the “Agency”) and shall incorporate all of the terms and conditions contained within the Agreement for the Supply of Employees, Workers, Agency Workers and Contractors which can be found at [Insert URL] (the “Agreement”). All defined terms used in this Schedule shall bear the meaning prescribed to such terms in the Agreement.

Applicant details: [Insert Name]

Service Fee: [Insert] (exclusive of VAT)

Hours: [Insert]

Location: [Insert]

Insurance obligations:

Professional indemnity: £5,000,000.00
Employer’s liability: £5,000,000.00
Public Liability: £5,000,000.00

Term & termination:

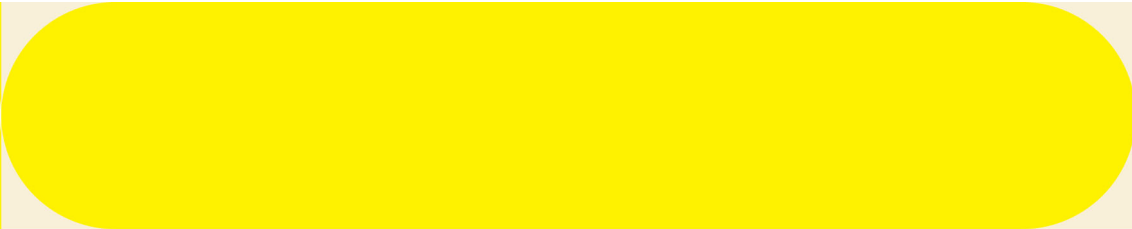
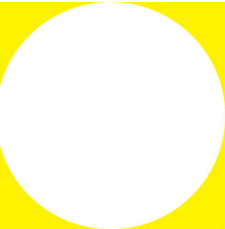
Start date: [Insert]
End date: [Insert]
Termination notice (ARAG): [Insert]
Termination notice (Contractor): [Insert]

Services: [Insert]

Deliverables: [Insert]

Expenses: ARAG will not pay any expenses unless it agrees in writing, in its absolute discretion, in advance both the occurrence of the expense and the amount.

This Schedule takes precedence over the Agreement if, and to the extent, the Agreement provides conflicting terms.



Signed for and on behalf of **the Agency**:

.....
(Signature)

.....
(Name)

.....
(Date)



SCHEDULE 4

AGENCY WORKERS

Agency Workers Additional Services

- 1.1. If the Agency Introduces an Agency Worker to ARAG, it must promptly after the Introduction send ARAG written confirmation of its proposed:
 - (a) Agency Worker Fees;
 - (b) notice periods to terminate the Assignment; and
 - (c) invoice and payment terms.
- 1.2. To Introduce and supply Agency Workers to ARAG, the Agency shall comply with all regulations relevant to the Employment Business in the Conduct Regulations 2003.
- 1.3. If ARAG decides that an Agency Worker is unsuitable to perform the Assignment, ARAG shall provide notice to the Agency confirming that the Agency Worker is unsuitable for the Assignment and should the notice be provided:
 - (a) within 48 hours of the commencement of the Assignment, the Assignment will immediately terminate and the Agency Worker Fees will not be payable; or
 - (b) more than 48 hours after commencement of the Assignment, the Assignment will terminate at the end of the day on which ARAG notified the Agency, and Agency Worker Fees will be payable up to and including the day the Assignment terminates.
- 1.4. ARAG may terminate an Assignment at any time without prior notice and without liability.
- 1.5. ARAG may change its requirements in respect of an Assignment at any time before the commencement of the Assignment without any liability to the Agency whatsoever by notifying the Agency by telephone, e-mail or in writing. Such cancellation or amendments to an Assignment are effective immediately upon ARAG giving notice to the Agency.
- 1.6. The Agency warrants and undertakes that:
 - (a) all Agency Workers are and will remain employed by the Agency or are and shall remain treated as employed by the Agency under section 44 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA);
 - (b) tax and national insurance contributions are deducted from all payments to Agency Workers in accordance with PAYE and it pays such deductions together with employer national insurance contributions and other applicable levies, on time to HMRC;
 - (c) it maintains all PAYE, tax and national insurance contribution records and the Agency has not been given any penalty, notice or warning regarding the same; and
 - (d) it is not and will not be a managed service company within the meaning of section 61B of ITEPA.

Agency Worker Fees

- 1.7. ARAG shall pay the Agency the Agency Worker Fees for an Agency Worker providing services to ARAG. The Agency Worker Fees include all payments due to the Agency Worker for providing services to ARAG, the Agency's commission and national insurance contributions.
- 1.8. The Parties acknowledge that the following conditions apply to the Agency Worker Fees:

- (a) they are calculated according to the number of hours the Agency Worker provides services to ARAG (to the nearest quarter hour);
 - (b) If the Agency Worker provides ARAG with an undisputed time sheet, ARAG will sign the time sheet to verify the number of hours the Agency Worker has completed. If ARAG disputes the hours included on the time sheet, ARAG shall inform the Agency and co-operate with the Agency to support the Agency to establish what hours, if any, the Agency Worker has completed with ARAG. The Agency shall provide ARAG with all evidence it collates to support the disputed time sheet. ARAG will not pay the Agency for any hours claimed that it reasonably believes have not been provided to ARAG;
 - (c) the Agency shall submit all invoices together with the applicable signed time sheets verifying the number of hours worked by the Agency Worker.
 - (d) the Agency shall invoice ARAG monthly in arrears and the invoices are payable within 30 (thirty) days of receipt. No fee is incurred and/or payable by ARAG until the Agency Worker has commenced the Assignment;
 - (e) ARAG will only pay the Agency Worker Fees if the Agency Worker has provided the services and will not be required to pay the Agency Worker Fees for any absences (for whatever reason);
 - (f) the Agency shall not withhold any payment due to an Agency Worker because of any failure by ARAG to pay the Agency; and
 - (g) no increase in the fees payable by ARAG to the Agency under this Agreement will be made without ARAG's prior written consent.
- 1.9. Where applicable, the Agency shall charge VAT to ARAG, at the prevailing rate, subject to the Agency providing ARAG with a VAT invoice.
- 1.10. If ARAG fails to make a payment due to the Agency under this agreement by the due date, then ARAG shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time.

Agency Worker Assurances

- 1.11. The Agency is responsible for deduction and payment of all tax, national insurance contributions and other levies in respect of persons employed by the Agency or Agency Workers. The Agency shall indemnify ARAG and any successor to the Agency for any statutory payments that ARAG or any successor to the Agency incurs for persons employed by the Agency or Agency Workers.
- 1.12. The Agency shall procure that Agency Workers are contractually obliged to comply with:
- (a) all relevant statutes, laws, regulations and codes of practice from time to time in force applicable to the performance of an Assignment or applicable to ARAG's business;
 - (b) ARAG's health and safety policy whilst the Agency Workers are on ARAG premises and any of ARAG's customers', suppliers' or agents' (direct or indirect) premises; and
 - (c) A restriction not to disclose any Confidential Information, which they might acquire during the course of the Assignment substantially the same as the provisions provided in Schedule 2 Annex 1.
- 1.13. Before an Agency Worker starts an Assignment, the Agency shall notify ARAG if either:

- (a) the Agency Worker is a Qualifying Agency Worker in relation to the Assignment; or
- (b) the Agency Worker will become a Qualifying Agency Worker during the Assignment; and

the Agency shall inform ARAG of the applicable Agency Worker Fees, including any Other Qualifying Payments which may be payable.

- 1.14. The Agency shall and shall ensure that any subcontractor or other intermediary shall at all times comply with their obligations under the AWR 2010, including providing any Qualifying Agency Worker with the Relevant Terms and Conditions.
- 1.15. If either Party receives an allegation that there has been a breach of the AWR 2010 in relation to the supply of an Agency Worker to ARAG by the Agency, it shall provide a copy of that allegation to the other Party within 7 (seven) days of receipt. The Parties shall co-operate with each other in 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.
- 1.16. In order to ensure compliance with the AWR 2010, the Agency shall within 7 (seven) days of receiving a written request from ARAG provide it with details of:
 - (a) the number of Agency Workers that it is currently supplying to ARAG;
 - (b) the parts of ARAG's undertaking in which those Agency Workers are working; and
 - (c) the type of work those Agency Workers are carrying out,together with any other information which ARAG may reasonably request in relation to any payments made by the Agency, its subcontractors or any other intermediaries to any Agency Workers.
- 1.17. The Agency shall indemnify ARAG and/or any member of the ARAG Group against all liabilities, assessments, claims or other expenses:
 - (a) for any national insurance contributions, income tax or other liability to taxation where such liability, assessment or claim arises or is made in connection with payments made by ARAG in respect of any Agency Workers;
 - (b) arising from any Agency Worker having at any time claimed, or being held or deemed, to have been an employee of ARAG or to have been otherwise engaged directly by ARAG, including any liabilities, expenses, losses, demands, costs, claims, fines, damages and proceedings incurred by ARAG and/or any member of the ARAG Group in connection with any claim for wrongful or unfair dismissal, a redundancy payment or any claim arising out of the Employment Rights Act 1996;
 - (c) for the negligence, dishonesty or misconduct of the Agency Worker; and
 - (d) arising out of a breach or alleged breach by ARAG, the Agency, its subcontractors or any other intermediaries, of the AWR 2010, save to the extent that ARAG is, in accordance with the AWR 2010, liable for the same.