



## Client Terms and Conditions

Shorterm Limited ("Shorterm") agrees to provide specialists (each a "Contractor") in the construction, rail, engineering and industrial sectors to carry out services for <ClientName> ("Client") on the terms and conditions set out herein (the "Agreement").

This Agreement shall apply to all placements by Shorterm of Contractors with the Client unless amended by a document signed by both parties in writing. This document shall take precedence over any other standard terms or purchase orders from the Client unless they are subsequently signed by both parties.

Save as aforesaid, the terms of this Agreement shall be binding immediately on the sooner of:

- a) every instance on which the Client and Shorterm agree a Client Job Sheet ("CJS") specifying a precise project for which Client requires Shorterm to provide a Contractor; or
- b) every instance on which, at the Client's request the Contractor commences work on an CJS; or
- c) in respect of each Contractor, once that Contractor is introduced to the Client by Shorterm, following a request from the Client; or
- d) the Client signing a copy of these Terms

### Services

Shorterm shall supply Contractor to Client to carry out services in the construction, rail, engineering and industrial sectors ("Services"), which may be further specified in a CJS agreed by Client and Shorterm.

Unless otherwise stated in a relevant CJS signed by both parties, all Services provided by a Contractor shall be on a time and materials basis.

### Warranty

Shorterm shall oblige its Contractors to carry out the Services in accordance with good industry standards, and using all due care and diligence. Shorterm warrants that the Contractor shall comply with and deliver Services in accordance with the requirements set in the relevant CJS. Consequently, Shorterm disclaims any other warranties whether express or implied including fitness for particular purpose.

### Monitoring of Work

The Client shall have supervisory responsibility and control whilst the Contractor is carrying out the Services. At the end of every week, Contractor shall provide the Client with timesheets specifying time worked by Contractor on a specific CJS. Providing Services have been carried out in accordance with the CJS and the Warranty, the Client may not delay or withhold approval of the timesheets. Approval of timesheets by the Client confirms both time worked and that the Services have been carried out to an acceptable quality. Consequently, if the Client disputes the quality or duration of the Services it shall raise such concern with Shorterm as soon as is reasonably practical (in any event within 5 working days of receiving the relevant timesheet), and indicate to Shorterm in writing as to how the timesheet is inaccurate or Services deficient, if it does not do so, the Services shall be deemed to have been of satisfactory quality and quantity.

### Fee & Payment

Shorterm shall invoice Client each week, for the amount of time stated on the timesheets, at rates as either set out in the CJS or as agreed with the Client in advance.

All rates quoted are exclusive of VAT, and VAT shall be added to the total on each invoice for hours worked. Client shall pay each invoice within <PaymentTerms>

In addition to fees for hours worked, Shorterm shall also be entitled to reimbursement for expenses incurred by Contractor whilst carrying out the Services. Such expenses shall either be according to costs incurred by Contractor (as evidenced by receipts for such costs) or in accordance with terms set out in a CJS.

Shorterm shall also invoice Client separately each week, for the amount of expenses in accordance with the above. Client shall pay each invoice within 14 days from the date of that invoice.

In the event of any dispute regarding an invoice, Shorterm shall remain entitled to payment of all non-disputed amounts as above, and the Client shall have five working days in which to highlight (in writing) and discuss any disputed amounts. During this period the Client and Shorterm shall ensure that sufficiently senior staff are available to resolve the dispute. If the Client fails to provide Shorterm with written details of such dispute and/or fails to make appropriately senior staff available during that period the invoice will be deemed accepted, and payable within the initial 14 day timeframe. If the parties settle the

dispute in the manner and within the period set out above, Shorterm shall issue an amended invoice and/or credit note, which will become payable immediately on the issue of that new invoice.

If any fees are unpaid after the period set out above, then in addition to amounts outstanding, interest shall be payable at the rate of 4% above the Bank of England base rate at the relevant time, and Shorterm shall also be entitled to receive an administrative fee from the Client in respect of additional credit control costs. If the amount outstanding is less than £1000, the administration fee shall be £40. If the amount is between £1000 but less than £10,000 the fee shall be £70 and for any greater amount the fee shall be £100. For the avoidance of doubt, this administration fee is in addition to and not in lieu of any entitlement to interest or damages for late payment.

### **Agency Worker Regulation Fees**

The parties understand that work carried out by the Contractor may fall under the Agency Worker Regulations 2010 (as may be amended or re-enacted from time to time). In order to comply with the regulation in such cases, Shorterm will offer either to engage the Contractor via an employment model (Swedish Derogation), or at rates which will allow parity to the Contractor with salaries paid to the Client's own staff engaged in comparable roles. In the latter scenario, the Client warrants that it has provided accurate information to Shorterm.

Where the Contractor is engaged under the Swedish Derogation model:

a) and the CJS is for a period of greater than 12 weeks, the fees shall be increased during the first 12 weeks of any CJS to allow for the additional cost of up to four weeks of standard fees. Such uplift shall be refunded in the event a CJS terminates prior to the completion of 12 weeks;

b) and the CJS is for a period less than 12 weeks, no uplift shall be applied;

c) and the CJS is for a period of less than 12 weeks, but is subsequently extended past 12 weeks, an uplift shall be applied for a remainder of the term, until Shorterm has received fees in the uplift equivalent to an additional four weeks of standard fees.

### **Information Requirements/Suitability**

In order for Shorterm to find suitable Contractors, the Client shall provide the information set out in Appendix 1. Upon receipt of that information, Shorterm shall carry out background checks on the areas set out in Appendix 2.

The Client acknowledges that Shorterm's ability to check the information required in Appendix 2 is subject to the Client having provided the information in Appendix 1.

It is Shorterm's policy to carry out all the checks in Appendix 2 prior to introducing Contractors to Clients. However, if the Client requests an interview or engagement of a Contractor prior to receiving such information from Shorterm, it shall be the sole responsibility of the Client to ensure suitability, and Shorterm shall be in no way liable or responsible for any incomplete or inaccurate information in the areas set out in Appendix 2.

### **Status**

Client understands that Contractor is either an independent freelancer or subcontractor, being placed by Shorterm in order to provide Services to the Client, and, unless otherwise stated, that the Contractor is not an employee of Shorterm.

The Contractor is not, nor shall it be deemed to be an employee of Client. Shorterm obliges all of its Contractors to comply with their respective tax and social security obligations.

In placing a Contractor with the Client for Services on a CJS Shorterm shall, unless it otherwise informs the Client, be operating as an Employment Business in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 in relation to those Services.

### **Confidential Information**

Both parties agree that they may be supplied with confidential information of the other. The party receiving such information agrees that it shall:

a) only use the confidential information to fulfil its obligations in this Agreement; and

b) treat all confidential information as secret and confidential and shall not copy or disclose any such information to any third party.

However, the above restrictions do not apply to:

a) information in the public domain (other than as a result of breach by the receiving party);

b) information already in the lawful possession of the receiving party;

c) information subsequently and lawfully obtained from a third party; or

d) information which is required to be disclosed by law or regulatory authority.

### **Data Protection**

Both parties are aware of and shall comply with their respective data protection/privacy obligations under this Agreement.

### **Liability**

Neither party shall be liable for any loss of profit, loss of anticipated savings, consequential losses or indirect losses.

Unless otherwise agreed by a letter executed by both parties, Shorterm's maximum aggregate liability for any and all claims, demands, damages, costs and losses is limited to the greater of:

- a) £50,000; or
- b) the amount of any fees received by Shorterm in respect of the specific Services which is the subject of the claim.

Liability is not excluded for:

- a) fraud or fraudulent misrepresentations; or
- b) death or personal injury caused by the negligence of the infringing party.

#### **Non-Solicitation**

The parties agree and understand that Shorterm has invested considerable time and money in establishing relationships with Contractors, and incurs significant loss when the relationship is broken. Consequently, whenever Shorterm has introduced a Contractor to the Client, and the Client wishes to engage or employ the Contractor directly or indirectly without Shorterm's involvement, it must provide Shorterm with two week's written notice of such intention, clearly stating which of the following options it wishes to exercise at the end of the notice period:

- a) if the Client wishes to engage the Contractor directly or indirectly (including via a third party) where there was an introduction to the Client by Shorterm but the Contractor has not started services under a CJS, the fee to be paid by the Client to Shorterm shall be equivalent to 26 weeks' fees at the rates to be received by Shorterm in respect of the relevant Contractor for the role in question at the time of introduction. Alternatively, the Client may ask Shorterm to provide that worker for a period of 26 weeks for the role at the above fee, and Shorterm shall use its best endeavours to procure the Contractor's services;
- b) if the Client wishes to engage the Contractor directly where the Contractor has carried out services on a CJS for the Client, the Client may either:
  - a. pay a one-off fee to Shorterm of 14 weeks of the fees received by Shorterm in respect of the Contractor during the current or most recent CJS; or
  - b. request an extended period of hire ("Extended Hire") and after such period the Contractor may join the Client (or such entity as the Client requests) for no further fees. Extended Hire shall be a period of 26 weeks at the rates set out in the CJS in force at the time a request is made;
- c) if the Client wishes for a third party to engage the Contractor either within 14 weeks of the start of a CJS or 8 weeks post conclusion of a CJS (whichever is later), the Client shall pay Shorterm the fee equivalent to 26 weeks' fees at the rates to be received by Shorterm in respect of the relevant Contractor on that CJS.

Once the notice period has expired and the Client has paid the abovementioned fees, or the Extended Hire period has concluded, as may be relevant, the Contractor may be engaged by the Client (or such person as the Client elects) without any further fees payable for that Contractor.

#### **Intellectual Property**

On payment of fees due to Shorterm, Client shall be granted, and Shorterm hereby confirms assignment of all intellectual property rights created by Contractor on behalf of the Client in the course of carrying out Services for Client (or such person as the client may direct). Shorterm hereby waives any intellectual property rights in such work.

#### **Force Majeure**

Neither party shall be liable for failure to perform its obligations hereunder due to circumstances outside its reasonable control (including but not limited to, fires, storms, riots, strikes, disease, wars, key individuals not being available to perform the Services through death, illness or departure from the affected party, floods, civil disturbances, terrorism, Governmental control, restriction or prohibition whether national or local.)

#### **Termination**

Unless a longer notice period has been agreed by both parties in writing, this Agreement may be terminated at any time and for any reason by either party giving the other one month's written notice. Termination of this Agreement shall not affect the validity of an CJS which is ongoing at the time of termination. Such CJS shall continue until completed in accordance with the terms of that CJS.

An CJS may be terminated at any time for material breach by either party, providing:

- a) the non-breaching party has given 10 working days written notice of breach to the breaching party, specifying in reasonable detail the nature of the breach; and
- b) the breaching party has failed to remedy such breach within that 10 day period.

This Agreement together with any CJS may be terminated immediately by either party upon a resolution being passed or an order made for the winding up of the other party, or if that other party becomes subject to an administration order or has a receiver or administrative receiver appointed over its assets.

On termination, Client shall be entitled to receive Services paid for but not yet received, and Shorterm shall remain entitled to payment for any Services properly performed. The clauses of this Agreement concerning Warranty, Liability, Non-solicitation and Confidential Information shall survive its termination.

### Entire Agreement

This Agreement, including any documents referred to herein represent the entire understanding between the parties and supersedes and prior agreements in relation to this subject matter. Except as otherwise set out herein, this Agreement may only be varied by the parties agreeing such changes in a signed written document.

### Jurisdiction

This Agreement shall be governed by English law and English courts shall have exclusive jurisdiction in the event of any dispute arising from this Agreement.

### Appendix 1

The Client shall provide Shorterm with the following information about the role to determine suitability:

- Full legal name of Client, and nature of its business
- Date on which services are required, and the anticipated duration
- Job description
- Job title
- Location of work
- Hours of work
- Any relevant health and safety considerations
- Desired skill set (qualifications, training, experience)
- Notice period
- Remuneration (including expenses) and payment dates

The Client shall also provide Shorterm with the following information about the role, due to legal obligations which may apply to both Client and Shorterm under the Agency Worker Regulations 2010.

Client's information should be based on levels/facilities offered to the Client's own employees carrying out substantially similar duties to the Contractor. The Client shall inform Shorterm where there are no relevant comparable employees.

- Facilities available to staff (staff canteen, restrooms, on site crèche facilities etc.)
- Access to information regarding internal job vacancies
- Provisions for Client's comparable staff regarding:
  - a. night work
  - b. rest periods or breaks
  - c. amount of annual leave

The Client hereby confirms it shall allow Contractor access to the above facilities and information from commencement of any Services.

### Appendix 2

Shorterm shall carry out checks on the Contractor regarding the following:

- Identity of the Contractor
- Experience of the Contractor in respect of the Job Description and Desired Skill Set
- That the Contractor is willing to work on the role described in Appendix 1
- That the Contractor is entitled to work in the UK

<b>Signed by the Client in agreement with the above confirm:</b>	
Signature	
Signed By	
Date	