

KENT WORKPLACE SOLUTIONS

KWS

Terms & Conditions

For the Supply of Agency Workers to a Hirer

2026 Edition

No signature required. By doing business with KWS you are bound by these Terms.

1. Definitions and Interpretation

1.1 In these Terms, the following definitions apply:

Agency Worker: any individual Introduced and/or supplied by the Employment Business to provide services to the Hirer, including (without limitation) drivers, warehouse, industrial, commercial, and clerical workers.

Agency Workers Regulations / AWR: the Agency Workers Regulations 2010 (as amended).

Assignment: the period during which the Agency Worker is supplied by the Employment Business to render services to the Hirer.

Assignment Details Form: the document confirming the key terms of an Assignment, in the form issued by the Employment Business.

AWR Claim: any actual or threatened complaint, claim or proceedings by or on behalf of an Agency Worker arising out of or relating to the Agency Workers Regulations.

Charges: the Employment Business's hourly, daily, shift or other charges payable by the Hirer calculated in accordance with clause 8 and the applicable Rate Letter.

Conduct Regulations: the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).

Confidential Information: all information of a commercial, financial, technical, operational, personnel, customer or other nature which is not in the public domain and which is disclosed by one party to the other (whether marked confidential or not).

Control: as defined in section 1159 of the Companies Act 2006; "Controls" and "Controlled" shall be construed accordingly.

Data Protection Laws: the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other applicable data protection laws and codes of practice in force from time to time.

Engagement: the engagement, employment, hire or use of the Agency Worker by the Hirer or any Relevant Person, whether: (a) directly or indirectly; (b) under a contract of service, contract for services, agency arrangement, secondment, consultancy, partnership, licence, franchise, or any other arrangement; (c) on a permanent, temporary, fixed-term, part-time, casual, zero-hours or any other basis; (d) through a personal service company, umbrella company, managed service company or any other intermediary; (e) through another employment business or recruitment agency; and (f) whether the work is the same as, similar to, or different from the work the Agency Worker performed during the Assignment, and "Engage" and "Engaged" shall be construed accordingly.

Employment Business: Kent Workplace Solutions Ltd, a company registered in England and Wales under company number 12138899 whose registered office is at Track Accountancy Ltd, 2 New Rents, Ashford, Kent, TN23 1JH (VAT number 333501832), and "KWS" shall be construed accordingly.

Hirer: the person, firm, company, partnership, unincorporated body or other entity to whom the Agency Worker is Introduced or supplied, and includes any subsidiary, parent, associate or affiliate of such entity.

Hirer's Group: the Hirer and any entity which Controls, is Controlled by, or is under common Control with, the Hirer, together with any successor in business of any such entity.

Introduction: any of the following, in each case leading directly or indirectly to an Engagement: (a) the passing to the Hirer (or any Relevant Person) of any curriculum vitae, profile, name, contact details or other information identifying or relating to an Agency Worker; (b) the arrangement of, or attendance at, an interview, meeting or trial; or (c) the supply of the Agency Worker on Assignment.

IR35 / Off-Payroll Rules: Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and all associated HMRC guidance.

Key Information Document / KID: the document required to be provided to an Agency Worker under regulation 13A of the Conduct Regulations.

Liquidated Damages: the sums payable by the Hirer in accordance with Schedule 3.

Losses: all losses, liabilities, damages, claims, demands, costs, charges, expenses (including all reasonable legal and other professional fees on a full indemnity basis), interest, fines, penalties, awards, settlements and other sums, whether direct, indirect or consequential.

Period of Extended Hire: the period set out in Schedule 2 during which the Hirer may, as a statutory alternative to payment of the Transfer Fee, continue to hire the Agency Worker through the Employment Business in accordance with regulation 10 of the Conduct Regulations.

Qualifying Period: 12 continuous calendar weeks as defined in regulation 7 of the Agency Workers Regulations.

Rate Letter: any rate letter, rate schedule, rate notification or other rates document issued by the Employment Business to the Hirer (by any means, including email, post, CRM, customer portal or third-party software) setting out the Charges applicable to a particular Agency Worker, role, shift type, vehicle type or class of work.

Relevant Period: the period set out in Schedule 2, being the longer of (a) the period specified by regulation 10(5) of the Conduct Regulations and (b) the contractual period agreed in Schedule 2, during which a Transfer Fee may be payable.

Relevant Person: any of: (a) the Hirer; (b) any member of the Hirer's Group; (c) any third party to whom the Hirer (or any member of the Hirer's Group) introduces, refers, recommends or otherwise makes known the Agency Worker (whether directly or indirectly); (d) any customer, client, supplier or sub-contractor of the Hirer or the Hirer's Group; (e) any person acting on behalf of any of the foregoing; and (f) any successor in business to any of the foregoing.

Remuneration: all gross taxable and non-taxable salary, wages, fees, commissions, guaranteed and anticipated bonuses, allowances, benefits in kind and any other emoluments payable to or for the benefit of the Agency Worker in connection with the Engagement, plus a notional value of £5,000 in respect of a company vehicle (whether or not actually provided), calculated on an annualised basis.

SDS: a Status Determination Statement as defined in section 61NA ITEPA 2003.

Temporary Work Agency: as defined in regulation 4 of the Agency Workers Regulations.

Transfer Fee: the fee payable by the Hirer to the Employment Business in accordance with clause 10 and Schedule 2.

Working Time Regulations: the Working Time Regulations 1998 (as amended).

1.2 References to the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.

1.3 References to any statute or statutory provision include references to that statute or provision as amended, extended, re-enacted or replaced from time to time and any subordinate legislation made under it.

1.4 The words "include", "including" and "in particular" are illustrative and not limiting. The word "or" is not exclusive.

1.5 Where the context permits, a reference to "writing" or "written" includes email and any other legible form of communication transmitted by any electronic system (including the Employment Business's CRM, customer portal, third-party timesheet, scheduling or workforce-management software).

2. Contract, Status and Acceptance

2.1 These Terms (together with any Assignment Details Form and any Rate Letter) constitute the entire agreement between the Employment Business and the Hirer for the supply of Agency Workers and supersede all prior agreements, arrangements, representations and understandings (whether written or oral). These Terms prevail over and exclude any terms or conditions which the Hirer purports to apply, whether contained in any purchase order, confirmation of order, specification, terms of business, or other document, regardless of when issued and regardless of any contrary or different provisions.

2.2 No variation of these Terms is effective unless it is in writing and signed by a director of the Employment Business. No conduct, course of dealing, acquiescence, delay or failure by the Employment Business to enforce any right shall constitute a waiver of these Terms or any provision of them.

2.3 Deemed acceptance; no signature required. These Terms apply to all dealings between the Employment Business and the Hirer for the supply of Agency Workers. The Employment Business shall notify the Hirer that these Terms apply by sending or making available a copy by any reasonable means (including email, post, link or attachment provided through the Employment Business's CRM, customer portal, third-party software, or any other electronic system). No signature is required and the Hirer's failure, refusal or omission to sign, return, acknowledge or otherwise execute these Terms shall not affect their application or binding effect. Without limiting the foregoing, the Hirer is deemed to have accepted and to be bound by these Terms by doing any one or more of the following after notification: (a) requesting an Agency Worker from the Employment Business; (b) interviewing, accepting the supply of, or permitting an Agency Worker to attend at the Hirer's site or premises; (c) receiving any curriculum vitae, profile, contact details or other information identifying an Agency Worker; (d) Engaging an Agency Worker; (e) issuing or accepting any Assignment Details Form or Rate Letter; or (f) paying (in whole or in part) any invoice issued by the Employment Business. Acceptance by any one of these means binds the Hirer to these Terms in respect of every

Assignment, Introduction and Agency Worker, both then and for an unlimited period thereafter, and supersedes all prior and contemporaneous communications.

2.4 The Employment Business operates as an employment business within the meaning of section 13(3) of the Employment Agencies Act 1973.

2.5 Each Agency Worker is supplied to the Hirer under a contract for services with the Employment Business. Agency Workers are not employees of the Employment Business unless expressly stated and are not under any circumstances employees of the Hirer.

3. Hirer's Obligations and Warranties

3.1 Information for Conduct Regulations. To enable the Employment Business to comply with its obligations under regulation 18 of the Conduct Regulations, the Hirer shall provide to the Employment Business, prior to the supply of any Agency Worker, accurate and complete information regarding: (a) the identity of the Hirer and, where relevant, the nature of its business; (b) the date the Agency Worker is required to start work and the duration (or likely duration) of the Assignment; (c) the position the Hirer seeks to fill, including the type of work, location, hours and any health and safety risks (and the steps the Hirer has taken to prevent or control such risks); (d) the experience, training, qualifications and any authorisation required by law, professional body or the Hirer; (e) the expenses (if any) payable by or to the Agency Worker; and (f) the minimum rate of remuneration, intervals of payment and any other benefits offered.

3.2 Working Time Regulations. The Hirer shall provide such information and assistance as the Employment Business reasonably requires to comply with the Working Time Regulations, including notifying the Employment Business in advance (and in any event before the start of the working week) where the Hirer requires the Agency Worker to work more than 48 hours in any week.

3.3 Agency Workers Regulations. The Hirer shall comply with all of its obligations under the Agency Workers Regulations including (without limitation) regulations 12 (access to collective facilities and amenities) and 13 (access to employment vacancies).

3.4 AWR Information. The Hirer warrants and undertakes that it shall, prior to the commencement of and throughout each Assignment, and promptly upon request: (a) inform the Employment Business of any weeks (whether or not consecutive) worked by the Agency Worker in the same or a substantially similar role for the Hirer or any member of the Hirer's Group, whether supplied by the Employment Business or any other Temporary Work Agency, which count or may count towards the Qualifying Period; (b) provide full particulars of any such work; (c) where the Agency Worker has completed or is likely to complete the Qualifying Period, provide in writing the Relevant Terms and Conditions to which the Agency Worker would have been entitled if recruited directly by the Hirer at the date the Qualifying Period began, or in the alternative the corresponding terms of an actual Comparable Employee (specifying which basis applies); (d) where relying on a Comparable Employee, provide a full written explanation of the basis of comparability together with the Comparable Employee's job title, duties and terms; (e) notify the Employment Business immediately of any variation to Relevant Terms and Conditions during an Assignment; and (f) provide all information relating to the Hirer's pay, bonus, appraisal and benefits structures reasonably required by the Employment Business.

3.5 Warranty as to information. The Hirer warrants that all information provided under clauses 3.1 to 3.4 (and otherwise) is complete, accurate, up-to-date and not misleading, and undertakes to notify the Employment Business immediately of any change. The Hirer shall indemnify and keep indemnified the Employment Business on a full indemnity basis against all Losses arising directly or indirectly from any breach of this warranty, including (without limitation) any AWR Claim, HMRC determination, penalty, interest, fine or claim by an Agency Worker or third party.

3.6 AWR complaints. The Hirer shall notify the Employment Business in writing within 5 (five) Business Days of: (a) any complaint (oral or written) by an Agency Worker connected with the Agency Workers Regulations; and (b) any written request for information concerning Relevant Terms and Conditions. The Hirer shall give such information and assistance as the Employment Business reasonably requires to resolve the complaint or respond to the request, in each case within the timescales reasonably specified by the Employment Business.

3.7 Supervision, direction and control. The Hirer shall be solely responsible for the direction, supervision, instruction and control of the Agency Worker from the moment the Agency Worker reports for duty and throughout the Assignment. The Hirer shall ensure compliance with (and shall be solely responsible for any breach of) all applicable laws, including (without limitation) the Health and Safety at Work etc. Act 1974, the Working Time Regulations, the Equality Act 2010, the Immigration, Asylum and Nationality Act 2006, the Modern Slavery Act 2015, the Bribery Act 2010 and all Data Protection Laws, together with any applicable codes of practice and industry standards (including, for drivers, all road traffic, tachograph, working time, drivers' hours and operator licence requirements).

3.8 Industrial action. The Hirer shall not request an Agency Worker to perform the duties normally performed by a worker who is taking part in an official strike or other industrial action, or the duties of any other worker who is performing the duties of a striking worker.

3.9 No detriment. The Hirer warrants that, to the best of its knowledge and belief, there is no reason why it would be detrimental to the interests of the Agency Worker to fill the Assignment.

3.10 Insurance. The Hirer shall maintain in force during each Assignment (and provide certificates on request) (a) employer's liability insurance of not less than £10,000,000 per claim; (b) public liability insurance of not less than £5,000,000 per claim; and (c) (where applicable) motor insurance covering the Agency Worker for the operation of any vehicle (including, where the Agency Worker is a driver, insurance to drive the Hirer's vehicles on the Hirer's business with comprehensive cover).

4. Off-Payroll Working (IR35)

4.1 Where Chapter 10 of Part 2 of ITEPA 2003 (the Off-Payroll Rules) applies (or may apply) to the Engagement of an Agency Worker through an intermediary (including a personal service company), the Hirer shall: (a) within 7 (seven) days of any request from the Employment Business, confirm in writing whether the Hirer is a "small" company within the meaning of sections 382 to 384 of the Companies Act 2006 (and shall promptly notify the Employment Business if its status changes); (b) where it is not "small", carry out a Status Determination in respect of each engagement with reasonable care, and provide an SDS (with reasons) to the Employment Business and to the Agency Worker prior to the first payment for services; (c) implement and operate a status disagreement process that complies with section 61T ITEPA

2003 and resolve any representation within the statutory 45-day period; and (d) promptly notify the Employment Business of any change to any SDS or any decision following a disagreement process.

4.2 The Hirer warrants that each SDS is (and will be) accurate, complete and produced with reasonable care, and that the Hirer holds all evidence necessary to support it.

4.3 The Hirer shall indemnify and keep indemnified the Employment Business on a full indemnity basis against all Losses (including all tax, employer's and employee's National Insurance contributions, the Apprenticeship Levy, interest, penalties, recovery costs and legal fees) arising directly or indirectly from: (a) any failure by the Hirer to produce or deliver an SDS; (b) any inaccurate, incomplete or careless SDS; (c) any failure by the Hirer to operate a compliant status disagreement process; or (d) any reclassification by HMRC of the Engagement as being within the Off-Payroll Rules.

4.4 The Employment Business may, on giving written notice, vary the Charges to reflect any change in tax, NIC, levy or other statutory cost arising from any matter falling within this clause 4.

5. Information Provided to the Hirer

5.1 Prior to the commencement of each Assignment, the Employment Business shall confirm to the Hirer (orally and/or in writing): (a) the identity of the Agency Worker; (b) that the Agency Worker has (to the Employment Business's knowledge) the necessary experience, training, qualifications and any authorisation required by law, professional body or the Hirer; (c) that the Agency Worker is willing to work in the position; and (d) the Charges.

5.2 Where the information set out in clause 5.1 is initially provided orally, the Employment Business shall confirm it in writing or by electronic transmission by the end of the third Business Day following its supply unless the Agency Worker is being supplied to fill the same position previously filled within the immediately preceding five Business Days and the relevant information has already been provided to the Hirer in writing or electronically.

5.3 A Key Information Document is issued by the Employment Business directly to the Agency Worker in compliance with regulation 13A of the Conduct Regulations; the Hirer shall provide all information reasonably required to enable accurate completion.

6. Timesheets

6.1 At the end of each week of an Assignment (or at the end of the Assignment where shorter than one week), the Employment Business shall present to the Hirer a timesheet (paper or electronic) recording the hours worked by the Agency Worker. The Hirer shall verify and sign or otherwise approve the timesheet promptly.

6.2 Deemed acceptance of timesheets. Where a timesheet is sent or made available to the Hirer by any electronic means (including, without limitation, email, the Employment Business's CRM or customer portal, any third-party timesheet, scheduling or workforce-management software, SMS, or any other electronic communication or platform), the timesheet shall be deemed to have been signed and approved by the Hirer, and the hours recorded shall be conclusive evidence of the hours worked and the Charges payable, unless the Hirer notifies the Employment Business in writing of a bona fide dispute (with full particulars and supporting evidence) within 48 (forty-eight) hours of the timesheet being sent. The 48-hour period runs

from the time of sending and not from the time of receipt or opening. Out-of-office replies, server bounces, system failures at the Hirer's end, and the Hirer's failure to check its emails, portals or systems shall not extend the 48-hour period.

6.3 Disputes. A dispute notified within the 48-hour period must be in writing and identify the specific hours challenged together with reasons. Pending resolution, the Hirer shall pay the Charges in full in respect of all undisputed hours. The Hirer shall cooperate in good faith to establish the actual hours worked. The Employment Business may rely on the Agency Worker's timesheet record, contemporaneous attendance data (including site access logs, vehicle telematics, tachograph data and CCTV) and any other reasonable evidence.

6.4 No absolution by non-signature. The Hirer's failure, refusal or omission to sign, return or approve a timesheet shall not absolve the Hirer of its obligation to pay the Charges in respect of hours actually worked. The Employment Business may invoice on the basis of the timesheet record and the Hirer shall pay such invoice in accordance with clause 8.

6.5 The Hirer shall not refuse to sign or approve a timesheet by reason of any dissatisfaction with the Agency Worker's performance, conduct or output. Any such concerns shall be addressed exclusively under clause 11.

7. Suitability Checks and Safeguarding

7.1 Where the Assignment requires qualifications, authorisations or specific checks (including, where relevant, a valid UK driving licence, vocational entitlement, Digital Tachograph Card, Driver CPC, CSCS card, DBS or PVG check, or right-to-work documentation), the Employment Business shall take all reasonably practicable steps to verify the same and shall provide copies on request.

7.2 For Assignments involving regulated activity or work with vulnerable persons, the Employment Business shall take reasonably practicable steps to obtain not fewer than two references and such further checks as are required by law.

7.3 The Hirer shall: (a) inform the Employment Business in writing where any specific check or qualification is required; (b) provide all information reasonably required to enable the check to be completed; (c) immediately inform the Employment Business if the Agency Worker is removed from the Assignment in circumstances giving rise to (or potentially giving rise to) a safeguarding referral; and (d) bear any extraordinary cost of bespoke checks required only by the Hirer.

7.4 Where the Employment Business is unable to complete any step required by this clause, it shall notify the Hirer of the steps actually taken, and the Hirer shall determine whether to proceed.

8. Charges, Rate Letters, Invoicing and Payment

8.1 Rate Letters. The Charges payable in respect of each Agency Worker, role, shift type, vehicle type or class of work shall be those set out in the most recent Rate Letter issued by the Employment Business to the Hirer (whether sent by post, email, the Employment Business's CRM, customer portal, third-party software or any other reasonable means). A Rate Letter, once issued, applies to all work of the type to which it relates and shall continue in force for all subsequent work of that type until superseded by a further Rate Letter or rate-increase notice issued by the Employment Business. Where no Rate Letter has been issued,

the Charges shall be those most recently notified, agreed or invoiced for the same or substantially similar work. In the event of any conflict between a Rate Letter and any Assignment Details Form, purchase order or other Hirer document, the Rate Letter prevails.

8.2 Calculation and composition of Charges. The Charges shall be calculated by reference to the hours worked by the Agency Worker (calculated to the nearest quarter hour) or by reference to the daily, shift, or other rate set out in the applicable Rate Letter. The Charges comprise: (a) the Agency Worker's pay; (b) accrued holiday pay (including any entitlement under the Working Time (Amendment) Regulations 2023 for irregular hours and part-year workers); (c) any AWR entitlement; (d) employer's National Insurance contributions; (e) the Apprenticeship Levy (where applicable); (f) statutory sick pay and pension auto-enrolment contributions where required; (g) any agreed expenses; and (h) the Employment Business's margin.

8.3 Chargeable time and tasks. Charges shall accrue, and the Agency Worker shall be deemed to be working, from the time the Agency Worker arrives at, signs in or otherwise reports to the Hirer's site, premises or other place of work (or, where work begins at a different location, from the time the Agency Worker reports for duty as directed) until the time the Agency Worker leaves, signs out or is released from duty. Without limitation, all tasks reasonably related to, or required for the performance of, the work the Agency Worker is supplied to perform shall be chargeable in full, including: (a) attendance at site, depot, yard or office; (b) safety, operational, route or site briefings, inductions and toolbox talks; (c) finding, identifying, allocating, inspecting, checking and signing for vehicles, plant, equipment, keys, fuel cards or PPE; (d) locating, completing and submitting paperwork (including but not limited to defect reports, run sheets, manifests, PODs, tachograph downloads, timesheets and incident reports); (e) walk-around and daily vehicle checks; (f) refuelling, washing and yard movements; (g) loading, unloading and securing loads; (h) breaks during which the Agency Worker is required to remain on call or available to the Hirer; (i) reasonable waiting time at the Hirer's direction; and (j) any other preparatory, ancillary or closing-down task. Travel between the Hirer's sites during a shift is chargeable; ordinary commuting to and from the first/last reporting point is not unless expressly agreed.

8.4 Right to increase Charges. The Employment Business may at any time and from time to time increase the Charges (whether for an individual Agency Worker, a category of work, a class of Rate Letter, or generally) by giving written notice to the Hirer (by post, email, CRM, customer portal, third-party software or other reasonable means). The Employment Business may exercise this right for any business reason, including (without limitation): (a) changes in pay rates, the National Minimum Wage, National Living Wage, employer's NIC, pension contribution rates, Apprenticeship Levy or any other statutory or regulatory cost; (b) changes in market or sector pay rates, supply and demand, driver or worker availability, or competition for labour; (c) changes in the operation of the Agency Workers Regulations, the Working Time Regulations, or the Off-Payroll Rules; (d) variations to the Agency Worker's Remuneration or Relevant Terms and Conditions; (e) increases in the Employment Business's costs (including insurance, fuel, training, compliance, recruitment, software or finance costs); (f) changes in the nature, location, hours, intensity, risk or complexity of the work; or (g) any other commercial reason determined by the Employment Business in its sole and reasonable discretion. The increase shall take effect from the date specified in the notice (which may be immediate where it reflects a statutory or contractual change) or, otherwise, from the start of the next pay week

following the date of the notice. The Hirer's continued use of the supply on or after the effective date constitutes acceptance of the increased Charges.

8.5 Invoicing. Invoices shall be issued weekly in arrears (or at such other interval as the Employment Business may notify) and are payable in full, without set-off, deduction, counterclaim or withholding, within 14 (fourteen) days of the date of invoice. VAT shall be charged in addition at the prevailing rate.

8.6 Late payment. Time for payment is of the essence. The Hirer shall, in respect of any sum overdue, pay interest at the rate of 8% per annum above the Bank of England base rate from time to time, together with the statutory fixed sum and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 (and any costs of recovery actually incurred, including legal and collection agent fees). Such interest accrues daily from the due date until payment in full (whether before or after judgment).

8.7 No set-off. The Hirer shall pay all sums in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding required by law). If the Hirer believes any invoice is incorrect, it must: (a) notify the Employment Business in writing within 7 (seven) days of receipt, with full particulars; and (b) pay any undisputed portion by the due date. Failure to comply with this clause 8.7 constitutes acceptance of the invoice in full.

8.8 No refund. No refund of the Charges or the Transfer Fee is payable in any circumstances, including where the Assignment or Engagement terminates early.

8.9 Suspension. Without prejudice to its other rights, the Employment Business may suspend the supply of Agency Workers if any sum is unpaid more than 7 (seven) days after the due date. The Hirer shall remain liable for all sums accrued and for any consequential loss.

9. Payment of the Agency Worker

9.1 The Employment Business is responsible for paying the Agency Worker (or, where applicable, the Agency Worker's intermediary in accordance with the Off-Payroll Rules) and for accounting to HMRC for PAYE income tax and National Insurance contributions in accordance with the Income Tax (Earnings and Pensions) Act 2003 and all other applicable enactments. The Hirer shall not pay the Agency Worker directly under any circumstances; any sum paid in breach of this clause shall be treated as a payment on account of the Charges and the Transfer Fee (without prejudice to the Employment Business's rights).

10. Transfer Fees, Anti-Circumvention and Disclosure

This clause 10 is fundamental to the Employment Business's commercial interest in being remunerated for the supply, development and placement of Agency Workers, in which the Employment Business invests substantial time, training and resource. The Hirer acknowledges that the protection afforded by this clause is reasonable and necessary.

10.1 No right to demand Engagement. The Agency Worker is supplied to the Hirer solely on the terms of these Terms and the applicable Assignment Details Form. Nothing in these Terms (and no act, conduct or course of dealing of the Employment Business) entitles the Hirer to demand, require, insist on, or otherwise compel the Engagement of any Agency Worker, on any basis (whether temporary-to-permanent, direct hire, contract for services, secondment or otherwise). The Hirer has no proprietary, contractual or other right or claim to the Agency Worker. An Engagement may only take place if (and only if): (a) the Hirer pays the Transfer

Fee in full; or (b) the Hirer has properly served and completed the full Period of Extended Hire in accordance with this clause 10 and Schedule 2. In either case, the Employment Business reserves the right (to the maximum extent permitted by law) to refuse to facilitate, consent to, or refrain from preventing any Engagement that would constitute a breach of the Agency Worker's contract with the Employment Business or that is, in the Employment Business's reasonable opinion, contrary to its legitimate commercial interests.

10.2 Engagement triggering payment. If, at any time during an Assignment or within the Relevant Period, any Relevant Person Engages the Agency Worker (or any person who was Introduced to the Hirer in connection with a potential Assignment, whether or not that Assignment proceeded), the Hirer shall be liable to pay the Employment Business the Transfer Fee calculated in accordance with Schedule 2.

10.3 Statutory alternative: Period of Extended Hire. In compliance with regulation 10(5) to 10(8) of the Conduct Regulations, the Hirer is offered the following two alternatives in respect of any Engagement: (a) payment of the Transfer Fee in accordance with Schedule 2; or (b) a Period of Extended Hire during which the Agency Worker continues to be supplied to the Hirer through the Employment Business on the terms set out in Schedule 2. The Hirer may elect alternative (b) only by giving written notice to the Employment Business not less than 14 (fourteen) days before the Hirer or any Relevant Person intends to Engage the Agency Worker, and only by completing the full Period of Extended Hire continuously and in accordance with these Terms. If the Hirer does neither, the Transfer Fee is payable. For the avoidance of doubt, the offer of the Period of Extended Hire is made solely to comply with regulation 10 and does not grant the Hirer any wider right of access to, or supply of, the Agency Worker, who otherwise remains supplied exclusively at the discretion of the Employment Business.

10.4 Disclosure obligation. The Hirer shall notify the Employment Business in writing within 7 (seven) days of any of the following: (a) any approach made by the Hirer or any Relevant Person to the Agency Worker (whether direct or indirect) with a view to Engagement; (b) any approach made by the Agency Worker to the Hirer or any Relevant Person with a view to Engagement; (c) any offer of Engagement made or received; (d) any acceptance of Engagement; and (e) the date of commencement and the Remuneration of any Engagement, accompanied by such evidence as the Employment Business reasonably requires (including a copy of any offer letter, contract, P60, payslips, or, in the case of intermediary engagements, the relevant invoices).

10.5 Audit rights. The Hirer shall, within 14 (fourteen) days of any written request by the Employment Business (such requests not to be made more than four times in any 12 month period), permit the Employment Business (or its nominated independent auditor) to inspect such books, records, contracts, payroll data and accounts as are reasonably necessary to verify compliance with this clause 10. The reasonable costs of the audit shall be borne by the Employment Business unless the audit reveals an undisclosed Engagement or material under-reporting, in which case the Hirer shall bear all costs.

10.6 Liquidated damages for non-disclosure. In recognition of the difficulty of detecting undisclosed Engagements and quantifying the consequent loss, the Hirer agrees that, if the Hirer fails to make any notification required by clause 10.4 within the period specified, the Hirer shall (in addition to the Transfer Fee and all other sums payable) pay to the Employment Business the Liquidated Damages set out in Schedule 3. The parties acknowledge that the

Liquidated Damages represent a genuine and reasonable pre-estimate of the loss likely to be suffered by the Employment Business and are not a penalty.

10.7 Non-circumvention. The Hirer shall not (and shall procure that no Relevant Person shall) take any step designed to avoid, reduce or defer the Transfer Fee, including: (a) delaying the start of the Engagement until expiry of the Relevant Period; (b) Engaging the Agency Worker through a third party (whether another agency, intermediary, umbrella, customer or otherwise); (c) Engaging the Agency Worker in a role with a different title but substantially similar duties; or (d) procuring the resignation of the Agency Worker from the Assignment with a view to a subsequent Engagement.

10.8 Continuing obligation. The obligations in this clause 10 (and the right to recover the Transfer Fee and Liquidated Damages) survive termination of these Terms and of any Assignment for whatever reason.

10.9 No refund. The Transfer Fee, once payable, is payable in full and is not refundable in any circumstances, including where the Engagement is terminated (early or otherwise) for any reason whatsoever.

10.10 Interest on Transfer Fee. Any unpaid Transfer Fee and any Liquidated Damages shall be treated as a commercial debt for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 and shall attract interest, statutory compensation and reasonable recovery costs as if they were Charges under clause 8.6.

11. Unsuitability of the Agency Worker

11.1 The Hirer shall satisfy itself as to the suitability of the Agency Worker for the Assignment. If the Hirer reasonably considers the Agency Worker unsuitable, the Hirer may terminate the Assignment by direction to the Agency Worker to leave the Hirer's premises or by request to the Employment Business to remove the Agency Worker. Where the Hirer terminates: (a) within 4 (four) hours of the Agency Worker reporting for duty (where the Assignment is for more than 7 hours); or (b) within 2 (two) hours (Assignments of 7 hours or less), and provides written confirmation of unsuitability with full particulars within 48 hours of termination, the Employment Business may, in its sole discretion, reduce or cancel the Charges for the time actually worked. Outside these windows, full Charges are payable.

11.2 The Employment Business may at any time terminate any Assignment with immediate effect if it reasonably believes the Agency Worker to be unsuitable, in which case the Hirer remains liable for Charges incurred up to the time of termination.

11.3 The Hirer shall inform the Employment Business within 2 (two) hours of any failure by the Agency Worker to attend for work or any unauthorised absence.

12. Termination

12.1 Either party may terminate an individual Assignment at any time without prior notice and without liability (save for accrued Charges).

12.2 Either party may terminate these Terms (as the framework agreement between them) on 30 (thirty) days' written notice. Termination of the framework does not affect: (a) any Assignment in progress, which shall continue under these Terms until terminated under clause

12.1; (b) any liability accrued at the date of termination; or (c) any provision intended to survive termination, including clauses 1, 3.5, 4.3, 8.6-8.9, 10, 13, 15, 18 and 22.

12.3 The Employment Business may suspend or terminate any Assignment or these Terms with immediate effect on written notice if: (a) the Hirer fails to pay any sum when due and the default continues for 7 days after written demand; (b) the Hirer commits a material breach which is not remediable or, if remediable, is not remedied within 14 days of written notice; (c) the Hirer is unable to pay its debts, enters into any insolvency procedure, ceases to trade or undergoes a change of Control without prior notification; or (d) the Employment Business reasonably believes that continued supply would expose it to legal, reputational or regulatory risk.

13. Confidentiality and Data Protection

13.1 Each party shall keep confidential all Confidential Information of the other party and shall not use or disclose it other than for the purposes of these Terms or as required by law.

13.2 Information relating to any Agency Worker (including curriculum vitae, contact details, references and check results) is confidential to the Employment Business, is provided strictly for the purpose of evaluating supply or supervising an Assignment, and shall not be disclosed to any third party (including any other agency, intermediary or recruitment business) without the Employment Business's prior written consent.

13.3 Each party shall comply with Data Protection Laws. For the purposes of the supply of Agency Workers, the parties act as independent controllers of the personal data of Agency Workers. Each party shall: (a) implement appropriate technical and organisational measures to protect personal data; (b) only process personal data for the purposes contemplated by these Terms; (c) notify the other party without undue delay (and in any event within 48 hours) of any actual or suspected personal data breach affecting the other's data; (d) cooperate in responding to any subject access request or regulatory inquiry; and (e) not transfer personal data outside the United Kingdom without ensuring an appropriate transfer mechanism is in place.

13.4 The Hirer shall not retain, copy or disclose any curriculum vitae or other information identifying any Agency Worker beyond the period reasonably necessary for the purpose for which it was supplied, and shall, on request, return or destroy the same.

14. Modern Slavery, Anti-Bribery and Compliance

14.1 The Hirer shall: (a) comply with the Modern Slavery Act 2015 (and where applicable publish an annual statement under section 54 of that Act); (b) not engage in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010; (c) comply with all applicable laws relating to tax evasion, sanctions and trade controls; (d) maintain its own policies and procedures to ensure compliance with this clause; and (e) on reasonable request, certify in writing its compliance with this clause.

14.2 The Hirer shall indemnify the Employment Business against any Losses arising from the Hirer's breach of this clause 14.

15. Intellectual Property

15.1 Subject to clause 15.2, all intellectual property rights created by the Agency Worker in the course of an Assignment shall belong to the Hirer. The Employment Business shall use reasonable endeavours to procure that the Agency Worker executes such documents and does such acts as may be necessary to give effect to this clause, at the Hirer's cost.

15.2 The Employment Business retains ownership of all intellectual property in its name, marks, training materials, processes, systems, and assessment methods. Nothing in these Terms grants the Hirer any licence to use such materials beyond the duration of the Assignment.

16. Liability and Indemnity

16.1 The Employment Business endeavours to ensure the suitability of the Agency Workers it supplies, but does not warrant that an Agency Worker is suitable for any particular Assignment, and does not warrant any specific outcome.

16.2 The Agency Worker is supplied under a contract for services. From the moment the Agency Worker reports for duty and throughout each Assignment, the Agency Worker is under the supervision, direction and control of the Hirer. The Hirer is responsible for all acts, errors, omissions, statements, negligence, misconduct, breach of contract, breach of statutory duty and all other liabilities of the Agency Worker during the Assignment.

16.3 Subject to clause 16.6, the Employment Business shall have no liability to the Hirer for: (a) any failure or delay in supplying an Agency Worker; (b) any act, error, omission, default, negligence, misconduct or breach of statutory duty of any Agency Worker; (c) any loss of profit, loss of revenue, loss of goodwill, loss of business, loss of contract, loss of anticipated savings, loss or corruption of data, or any indirect or consequential Loss; in each case howsoever arising.

16.4 Liability cap. Subject to clause 16.6, the aggregate liability of the Employment Business under or in connection with these Terms (whether in contract, tort, breach of statutory duty or otherwise) in any 12-month period shall not exceed the lesser of: (a) the Charges paid by the Hirer to the Employment Business in that 12-month period; or (b) £50,000.

16.5 Hirer indemnity. The Hirer shall indemnify and keep indemnified the Employment Business on a full indemnity basis against all Losses arising directly or indirectly from: (a) any breach by the Hirer of these Terms (including any breach of clauses 3, 4, 10, 13 or 14); (b) the Hirer's supervision, direction or control of any Agency Worker (or any failure to exercise the same); (c) any act, error, omission, default or negligence of the Hirer or any Relevant Person; (d) any claim by an Agency Worker (including any AWR Claim, claim for unpaid wages, holiday pay or unlawful deduction, and any personal injury claim arising from site conditions, equipment or supervision); (e) any HMRC determination, penalty or liability arising from the Off-Payroll Rules or any inaccurate SDS; and (f) any third-party claim arising from the Engagement or attempted Engagement of any Agency Worker in breach of clause 10.

16.6 Nothing in these Terms limits or excludes either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any liability which cannot lawfully be limited or excluded; or (d) (in the case of the Hirer) the obligations to pay Charges, Transfer Fee, Liquidated Damages, interest or recovery costs.

16.7 The Hirer shall notify the Employment Business in writing within 7 days of any AWR Claim and shall give such information and assistance as the Employment Business may reasonably

require (at the Hirer's cost) to investigate, resist, dispute, compromise or defend any such claim and to appeal any judgment.

17. Notices

17.1 Notices shall be in writing and delivered by hand, by first-class post (or its equivalent), or by email to the registered office of the recipient (or to such other address as has been notified). Notices to the Employment Business shall be addressed to a director by name. Notices are deemed received: by hand on delivery; by first-class post 48 hours after posting; by email at the time of transmission (provided no failure notice is received).

18. Force Majeure

18.1 Neither party is liable for any delay or failure to perform any obligation (other than the obligation to pay any sum already due and payable) to the extent caused by any event beyond its reasonable control, including industrial action, power, internet or transport failure, epidemic, pandemic, extreme weather, terrorism, war, civil unrest or governmental action.

19. General Provisions

19.1 Severance. If any provision (or part of a provision) of these Terms is found to be invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable, or, if such modification is not possible, deleted. The remaining provisions remain in full force.

19.2 No waiver. No failure or delay by the Employment Business in exercising any right or remedy shall constitute a waiver of that right or remedy, and no single or partial exercise shall preclude any other or further exercise.

19.3 No partnership. Nothing in these Terms creates a partnership, joint venture, employment or agency relationship between the parties.

19.4 Assignment. The Hirer shall not assign, transfer, charge or sub-contract any of its rights or obligations under these Terms without the prior written consent of the Employment Business. The Employment Business may assign, charge or sub-contract its rights freely.

19.5 Third party rights. A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision.

19.6 Electronic communications. These Terms may be issued, varied (where the variation is made by the Employment Business pursuant to an express right in these Terms) and notified entirely electronically. Electronic delivery (by email, CRM, customer portal, third-party software or any other reasonable electronic means) is valid and binding.

19.7 Survival. Clauses 1, 3.5, 4.3, 8.6-8.9, 10, 13, 14, 15, 16, 17, 19 and 20 (together with any other provision intended to survive) shall survive termination of these Terms and of any Assignment.

20. Governing Law and Jurisdiction

20.1 These Terms and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with them or their subject matter are governed by, and shall be construed in accordance with, the laws of England and Wales.

20.2 The Hirer irrevocably submits to the exclusive jurisdiction of the courts of England and Wales. The Employment Business may, at its option, bring proceedings in any other jurisdiction in which the Hirer (or any Relevant Person) has assets or carries on business.

Schedule 1: Comparable Employee, Qualifying Period and Temporary Work Agency

Comparable Employee:

An employee of the Hirer who, at the time the Qualifying Period commences: (a) is engaged in the same or broadly similar work as the Agency Worker (having regard to whether they have a similar level of qualifications and skills); and (b) works at the same establishment as the Agency Worker (or, where there is no Comparable Employee at the same establishment, at another establishment of the Hirer).

Qualifying Period:

12 (twelve) continuous calendar weeks during the whole or part of each of which the Agency Worker works in the same role for and under the supervision and direction of the Hirer, in accordance with regulation 7 of the Agency Workers Regulations. Weeks worked in the same role with the Hirer via any one or more Temporary Work Agencies count towards the Qualifying Period, subject to permitted breaks (including sickness, statutory leave, jury service, temporary cessation of work, and industrial action).

Temporary Work Agency:

A person engaged in the economic activity, public or private, of supplying individuals to work temporarily for and under the supervision and direction of hirers, or paying for or receiving or forwarding payment for the services of such individuals (subject to the statutory exclusions in regulation 4 of the Agency Workers Regulations).

Schedule 2: Transfer Fees and Period of Extended Hire

1. Relevant Period.

The Relevant Period is the longer of:

- * the period ending 8 weeks after the day on which the Agency Worker last worked for the Hirer pursuant to an Assignment supplied by the Employment Business; or
- * the period ending 14 weeks after the day on which the Agency Worker first worked for the Hirer pursuant to an Assignment supplied by the Employment Business, or 14 weeks after the day of any subsequent Introduction where there was no Assignment; or
- * the period of 6 (six) months commencing on the day after the last day on which the Agency Worker worked for the Hirer pursuant to an Assignment supplied by the Employment Business.

The Relevant Period applies separately to each Relevant Person.

2. Transfer Fee.

The Transfer Fee payable on Engagement during an Assignment or within the Relevant Period is the higher of:

- * 35 per cent of the Agency Worker first-year Remuneration with the Relevant Person, calculated on an annualised basis (and where any element of Remuneration is variable, taking the highest reasonably anticipated value); or
- * an amount equal to 400 (four hundred) times the standard hourly Charge applicable at the time of the Agency Worker last Assignment with the Hirer.

VAT shall be added at the prevailing rate.

3. Period of Extended Hire (statutory alternative).

As an alternative to payment of the Transfer Fee, and only if the Hirer gives written notice in accordance with clause 10.3, the Hirer may elect a Period of Extended Hire of 16 (sixteen) weeks during which the Agency Worker continues to be supplied by the Employment Business under these Terms at the Charges applicable to the relevant Assignment. The Hirer may not elect a shorter Period of Extended Hire, and the period must be served in full and continuously. At the expiry of the Period of Extended Hire (served in full), no Transfer Fee shall be payable in respect of that Engagement.

4. No refund.

The Transfer Fee, once payable, is not refundable in any circumstances, including where the Engagement terminates early.

5. Compound triggers.

Where more than one event giving rise to a Transfer Fee occurs in respect of the same Agency Worker (for example, successive Engagements by different Relevant Persons), a separate Transfer Fee is payable in respect of each event.

Schedule 3: Liquidated Damages for Non-Disclosure

The parties acknowledge that the loss caused to the Employment Business by an undisclosed Engagement is difficult to quantify and that the Liquidated Damages set out below are a genuine and reasonable pre-estimate of that loss (and serve the legitimate commercial interest of the Employment Business in protecting its placement business and its workforce). The Liquidated Damages are payable in addition to the Transfer Fee and any other sums due.

Triggering event.

The Hirer fails to give any notification required by clause 10.4 within the 7-day period (or such longer period as the Employment Business may agree in writing).

Liquidated Damages payable.

A sum equal to:

- * 30 per cent of the Transfer Fee that would otherwise have been payable, as an uplift in recognition of the additional administrative, investigative and enforcement burden caused by non-disclosure; plus
- * all reasonable costs of investigation, audit and enforcement (including legal and collection agent fees on a full indemnity basis); plus
- * interest at 8 per cent above the Bank of England base rate from the date the notification was due until payment in full.

Aggregation.

Where the Hirer fails to give multiple notifications in respect of the same Agency Worker, only one set of Liquidated Damages is payable in respect of that Worker, calculated on the highest applicable Transfer Fee.

Notice and Acceptance

These Terms apply to all dealings between Kent Workplace Solutions ("KWS") and the Hirer for the supply of Agency Workers. No signature is required.

By any one or more of the following acts, the Hirer is deemed to have received notice of these Terms and to have accepted and become irrevocably bound by them in full:

- * requesting an Agency Worker;
- * interviewing, accepting or permitting the supply or attendance of an Agency Worker;
- * receiving any curriculum vitae, profile or other information identifying an Agency Worker;
- * engaging or attempting to engage an Agency Worker;
- * issuing or accepting any Assignment Details Form, Rate Letter or purchase order;
- * paying (in whole or in part) any invoice issued by KWS; or
- * continuing to receive or use the supply of an Agency Worker after a copy of these Terms has been sent to the Hirer by any means.

These Terms supersede all prior arrangements and prevail over any terms put forward by the Hirer. No variation has any effect unless agreed in writing and signed by a director of KWS. The Hirer failure or refusal to sign or return these Terms does not affect their application.

Issued by: Kent Workplace Solutions Ltd. Company No. 12138899. VAT 333501832.

Registered Office: Track Accountancy Ltd, 2 New Rents, Ashford, Kent, TN23 1JH

2026 Edition. These Terms may be updated by KWS from time to time on written notice.