

**TERMS AND CONDITIONS FOR  
THE SUPPLY OF TEMPORARY CANDIDATES TO CLIENTS**

**THE PARTIES**

- (1) Pyramid Recruitment Ltd (company no. 5977339) whose registered office is at One Crown Square, Church Street East, Woking, Surrey, GU21 6HR ("**the Agency**");
- (2)

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1. In these terms and conditions the following definitions apply:

**"Assignment"**

the assignment, project, or role for which the Candidate is supplied by the Agency to provide the Services to the Client;

**"AWR"**

the Agency Workers Regulations 2010;

**"Candidate"**

collectively any PSC, Representative, Contractor, or Sole Trader who is Introduced to the Client and/or provides the Services;

**"Candidate Fees"**

the fees payable by the Agency to the Candidate for the provision of the Services;

**"Charges"**

the charges notified to and payable by the Client as set out in the contract;

**"Conduct Regulations"**

the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**"Contractor"**

a candidate from whose Candidate Fees the Agency is required to make Statutory Deductions;

**"CIS Regulations"**

the Income Tax (Construction Industry Scheme) Regulations 2005 and Chapter 3 in Part 3 of the Finance Act 2004 ("**the 2004 Act**");

**"Data Protection Laws"**

the Data Protection Act 2018 incorporating the EU's GDPR (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable by the UK's Information Commissioner and/or as a

consequence of the UK having left the EU on 31<sup>st</sup> December 2020;

<b>“Engagement”</b>	the engagement, employment, hire or use of a Candidate, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, licence, franchise, partnership arrangement, or through another Employment Business (as defined by the Conduct Regulations), whether or not the Agency was the effective cause; and <b>“Engage”</b> , <b>“Engages”</b> and <b>“Engaged”</b> will be interpreted accordingly;
<b>“Extended Hire Period”</b>	the further supply of the Services for 26 weeks;
<b>“Expenses”</b>	any expenses payable to the Candidate in addition to the Candidate Fees;
<b>“HMRC”</b>	Her Majesty’s Revenue and Customs;
<b>“Introduction”</b>	the first occurring of either (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client’s interview of a Candidate (in person, by telephone or by any other means); or (iii) the supply of a Candidate; and <b>“Introduces”</b> and <b>“Introduced”</b> will be interpreted accordingly;
<b>“NICs”</b>	employer and employee National Insurance Contributions;
<b>“Off-Payroll Legislation”</b>	the legislation set out in the Amendments to Chapters 8 and 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003;
<b>“PAYE”</b>	Pay As You Earn income tax;
<b>“Public Authority”</b>	as defined in 61L of the Off-Payroll Legislation;
<b>“PSC”</b>	a limited company Candidate through which a Representative carries out the Services;
<b>“Relevant Period”</b>	whichever is the later of 14 weeks from the first day of supply of the Candidate by the Agency to the Client (disregarding any supply that ended more than 42 days prior to any new supply); or 8 weeks after last day of supply of the Candidate by the Agency to the Client;
<b>“Remuneration”</b>	the total of a gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and,

	where applicable, non-taxable). Where a company car is provided, a notional amount of £5,000 will be added;
<b>“Representative”</b>	the representative of a PSC Candidate who performs the Services;
<b>“Services”</b>	the services to be provided by the Candidate set out in an Assignment Schedule;
<b>“Sole Trader”</b>	an individual who carries on business as a self-employed sole trader;
<b>“Statutory Deductions”</b>	deductions that are required to be made by law from a Candidate’s Fees including CIS deductions, PAYE and NICs, sick pay, holiday pay, apprenticeship levy and auto-enrolment pension contributions;
<b>“Valid Opt-Out”</b>	written notification from a PSC and given to the Client in accordance with Regulation 32(9) of the Conduct Regulations;

**“WTR”** the Working Time Regulations 1998.

- 1.2. Unless the context otherwise requires, references to the singular include the plural.
- 1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.
- 1.5. The Client and the Agency will be referred to as a **“Party”**, or together **“the Parties”**; and any reference to a **“Person”** includes a person, firm, or company.

## **2. THE AGREEMENT**

- 2.1. These terms of business constitute the entire agreement between the Agency and the Client for the supply of the Services to the Client (**“the Agreement”**). If unsigned the Agreement is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Candidate; or the passing of any information about the Candidate to any third party following an Introduction.
- 2.2. Unless otherwise agreed in writing by a Director of the Agency the Agreement will prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
- 2.3. No variation or alteration to this Agreement will be valid unless the details of such variation are agreed in writing between a Director of the Agency and the Client; and a copy of the varied terms is given to the Client stating the date on or after which such varied terms will apply.

- 2.4. For the purpose of the Agreement the Agency acts as an Employment Business as defined by the Conduct Regulations.

### **3. OBLIGATIONS OF THE AGENCY**

- 3.1. Prior to the commencement of an Assignment, or if this is not practical upon commencement of the Assignment, the Agency will send the Client the Assignment Schedule specifying the duration of the Assignment, the identity of the Candidate, the Charges payable together with such Expenses as may have been agreed, the notice period to terminate the Assignment, the intervals at which invoices will be rendered to the Client by Agency, and any other information relevant to the Assignment.
- 3.2. The Agency will at all times be responsible for paying the Candidate Fees and making any Statutory Deductions; and the Client will not make any payment direct to a Candidate.
- 3.3. The Agency will use reasonable endeavours to supply a suitable Candidate to the Client to carry out an Assignment of such nature as the Client will notify to the Agency when requesting the Introduction of a Candidate.
- 3.4. When Introducing a Candidate to the Client, the Agency will, to the extent required by the Conduct Regulations, inform the Client of the identity of that Candidate; that such Candidate has the necessary or required experience, training, qualifications, and any authorisations required by law or a professional body to work on the Assignment; and that such Candidate is willing to work on the Assignment.
- 3.5. Where the information listed in clause 3.4 above is not given in writing it will be confirmed by such means by the end of the third business day following, save where the Candidate is being Introduced for an Assignment in the same position as one in which the Candidate had previously been supplied within the previous five business days and such information has been given to the Client, unless the Client requests that the information be resubmitted.
- 3.6. Where the Candidate is required by law, or any professional body, to have any qualifications or authorisations to work on the Assignment, or the Assignment involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will, to the extent required by the Regulations, take all reasonably practical steps to obtain and offer to provide to the Client:
- 3.6.1. copies of any relevant qualifications or authorisations of the Candidate; and,
- 3.6.2. two references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client. The Agency will take all reasonably practical steps to confirm that the Candidate is suitable for the Assignment. If the Agency is unable to do any of the above, it will inform the Client of the steps it has taken to obtain this information in any event.
- 3.7. The Agency will not, and will use its best endeavours to ensure that the Candidate will not, engage in any conduct detrimental to the interests of the Client, including any conduct tending to bring the Parties into disrepute or which results in the loss of custom or business.

- 3.8. The Agency will use its best endeavours to ensure that in the provision of the Services, the Candidate will comply with all applicable laws, rules and regulations specified by the Client (including, without limitation, rules, and regulations in respect of any statutory obligations, data protection legislation, health and safety, internet and email use, and security).

#### **4. OBLIGATIONS OF THE CLIENT**

- 4.1. The Client will specify its exact requirements (including any special skills) by providing Agency with full details of the Assignment for which the Candidate is required. The Client will not request a PSC Candidate or its Representative to undertake any work other than that which has been notified by the Client to the Agency.
- 4.2. The Client will verify at the time that the Candidate begins to provide the Services that the Candidate is suitable for the Assignment, and that they have the capability to carry out the Assignment with due care and skill.
- 4.3. The Client warrants to the Agency that its computers, operating systems, and any software which the Candidate may be asked to use or modify as part of the Assignment, are either the property of the Client or are lawfully licensed to the Client, such that the Client has the right to authorise third parties such as the Candidate to use or modify all such computer systems and software. The Client will indemnify and hold harmless the Agency for any liability incurred as a result of the Client's breach of this clause 4.3.
- 4.4. The Client will pay the Charges detailed in the Assignment Schedule in accordance with clause 6 below. The Client agrees that the Charges are based on the total cost of supply of supplying the Candidate including the Agency's fee. The Agency reserves the right to increase the Charges to take into account any statutory or other legal change, including, without limitation, to the AWR, or the outcome of a Status Determination Statement (as defined in the Off-Payroll Legislation) ("**Status Determination Statement**"), which leads to a change to the Statutory Deductions resulting in an increase in the cost of supply for the Agency. The Agency will give the Client twenty Business Days written notice of any such increase to Charges.
- 4.5. The Client undertakes to supervise a Contractor sufficiently to ensure the Client's satisfaction with the Services.
- 4.6. The Client undertakes that it will not, and will not attempt to, supervise, direct, or control a PSC, a Representative, or Sole Trader Candidate for the duration of the Assignment.

#### **5. THE AWR**

- 5.1. Where the AWR apply to an Assignment, the Client warrants that it will, from the start of the Assignment, provide the Candidate with:
- 5.1.1. Information about relevant vacant posts with the Client;
- 5.1.2. Save where objectively justifiable, access to any and all collective facilities and amenities; in the same manner as if the Candidate was a direct worker or employee of the Client.

- 5.2. Upon request from the Agency and without delay, the Client will provide the Agency with accurate information about the working and employment conditions that are applicable to the Client, whether by contract, by collective agreement or otherwise including any subsequent variations, that relate to the Client's employees and direct workers including (without limitation):
- 5.2.1. The standard terms and conditions that apply to their employees and those that apply to their workers;
  - 5.2.2. Details relating to the application and calculation of pay scales, bonuses, commission, overtime, shift allowance, unsocial hours allowance, hazardous duties, holiday pay, other related emoluments;
  - 5.2.3. Entitlements relating to annual leave, night work, rest period, rest breaks;
  - 5.2.4. Benefits of monetary value including, without limitation, vouchers, and stamps;
  - 5.2.5. Accurate details relating to the working and employment conditions (as defined within Regulation 5(2) and Regulation 6 of the AWR) of the Client's workers and/or employees who undertake the same broadly similar work as that of the Candidate during the Assignment; and
  - 5.2.6. Any other information relating to Statutory Deductions as may be required by the Agency to comply with the AWR.
- 5.3. Where applicable, and pursuant to information obtained under clause 5.2 above, the Agency will apply the same or similar process as applied to assess "**Pay**" (as defined in Regulation 6(2) of the AWR) that is directly attributable to the amount or quality of work done by the Candidate.
- 5.4. Where the AWR apply to an Assignment and a Candidate is pregnant, the Client acknowledges and agrees that, following "**the Qualifying Period**" (as defined in Regulation 7 of the AWR), the Client will permit the Candidate time off to attend ante-natal medical appointments and ante-natal classes.
- 5.5. Where the AWR apply to an Assignment, the Client agrees that, following the Qualifying Period, if the Candidate is unable to continue to provide some of all of the Services on maternity grounds due to reasons of health and safety, the Client will undertake to make sure reasonable adjustments as are necessary to allow the Candidate to continue providing the Services for the duration of the Assignment. For the avoidance of doubt, such reasonable adjustments will include provision of alternative work on terms no less favourable than those applicable during the Assignment.
- 5.6. Where the AWR apply to an Assignment, the Client undertakes to immediately notify the Agency if a Candidate has worked for it in the same or similar role as the Assignment and prior to the planned commencement of the Assignment such role is within the Qualifying Period.
- 5.7. The Client undertakes that it will not seek to deny a Candidate's entitlement to any rights under the AWR by virtue of the structure of assignments; and that it will always comply with Regulation 9 of the AWR.

5.8. The Client undertakes to notify the Agency in the event of changes to information provided under clauses 5.1, 5.2 and 5.3 above that occur during the Assignment.

5.9. The Client warrants that all information it provides to the Agency under this Agreement is true and accurate.

## **6. TIMESHETS AND INVOICES**

6.1. The Client agrees to verify and submit to the Agency a timesheet for each Candidate (“**the Timesheet**”) at the interval set out in the Assignment Schedule.

6.2. The Client agrees that by verifying the Timesheet it agrees that the Services have been provided satisfactorily and in accordance with the Agreement. If the Client does not verify a Timesheet, it will remain liable to pay the Charges in respect of the Services supplied.

6.3. If the Client is unwilling to verify a Timesheet because it disputes the amount of Services provided, the Client must notify the Agency within two working days from presentation of Timesheet for verification. The Client will co-operate fully and in a timely fashion with the Agency, including providing documentary evidence of amount of the Services provided by the Candidate, to enable the Agency to establish what Services, if any, the Candidate provided.

6.4. The Client will not be entitled to decline to verify a Timesheet on the basis that it is dissatisfied with the quality of the Services provided by the Candidate. If the Client considers the Services unsatisfactory, it must comply with the termination provisions in clause 11.4 below.

6.5. On receipt of a signed Timesheet the Agency will invoice the Client for the Charges at the interval set out in the Assignment Schedule.

6.6. The Client will pay the Charges within 14 days of the date of the Agency’s invoice, together with VAT at the applicable rate, without set off or deduction.

6.7. The Agency reserves the right to charge compensation and interest under the Late Payment of Commercial Debts (Interest) Act 1998 on Invoices which are not paid by their due date. The Agency reserves the right to claim interest, compensation, and reasonable debt recovery costs under the Late Payment of Commercial Debts(Interest) Act 1998 in respect of invoices which are not paid by their date.

6.8. If the Candidate is a Contractor to whom the CIS Regulations apply the Agency will:

6.8.1 comply at all times with the CIS Regulations and co-operate with the Client in respect of any obligations the Client has to verify the Agency with HMRC or otherwise to satisfy itself that any payment to the Agency under the Agreement will be made on the appropriate basis under the CIS Regulations including but not limited to providing the Client with its UTR number if requested; and

6.8.2 confirm that it is registered for gross payments under section 63 of the 2004 Act and that any payments required to be made to the Agency will be made gross of such deduction (if any) as the Client in its discretion considers is reasonably and properly required by law to be made;

6.8.3 notify the Client if the Agency's registration status changes.

## **7. INTRODUCTION AND TRANSFER FEES**

7.1 The Client will be liable to pay the Agency an Introduction Fee if, within twelve months of the Introduction of a Candidate, the Client Engages the Candidate other than through the Agency; or the Client Introduces the Candidate to a third party which results in the Engagement of the Candidate by the third party other than through the Agency.

7.2 The Client will be liable to pay the Agency a Transfer Fee if, within either the duration of the Assignment or the Relevant Period, the Client Engages a Candidate directly, or through another Employment Business.

7.3 Unless the Candidate is a PSC which has served a Valid Opt-Out, as an alternative to the Transfer Fee set out in clause 7.2 above, the Client may give the Agency seven days' notice to elect the Extended Hire Period during which the Client will continue to be liable to pay the Charges in accordance with the Agreement.

7.4 If the Client elects the Extended Hire Period but before the end of such period:

7.4.1 the Client Engages the Candidate, or introduces the Candidate to a third party which Engages the Candidate other than through the Agency;

7.4.2 the Candidate chooses not to be supplied for the Extended Hire Period; or

7.4.3 the Assignment is terminated;

the Transfer Fee will be reduced by such percentage to reflect such part of the Extended Hire Period already undertaken by the Candidate and paid for by the Client.

7.5 If the Candidate chooses not to be supplied for the Extended Hire Period, or the Assignment is terminated, it will not constitute a breach of the Agreement by the Agency for failing to supply the Candidate to the Client for the Extended Hire Period.

7.6 The Introduction Fee and the Transfer Fee will be calculated at 20% of the Candidate's Remuneration.

7.7 VAT is payable in addition to any Introduction Fee or Transfer Fee.

## **8. OFF- PAYROLL LEGISLATION**

8.1. If the Candidate is a PSC, and unless the Client is a small company (as defined in the Off-Payroll Legislation), the Client warrants that prior to the commencement of an Assignment



it will provide the Agency and the Candidate with written confirmation in the form of the Status Determination Statement confirming if the employment status in which the Candidate will provide the Services under the Assignment is of a self-employed worker or a deemed employee.

- 8.2. The Client will take reasonable care when confirming the PSC's deemed employment status in the Status Determination Statement; and the Agency will be entitled to rely on the Status Determination Statement as evidence on which to decide whether to pay the Candidate Fees gross or net of PAYE and NICs.
- 8.3. The Agency may request the Client to provide reasons for the conclusion reached in the Status Determination Statement. If so requested, and within forty five days, the Client will provide the Agency with written confirmation of its reasons for reaching its conclusion, and if necessary replace the Status Determination Statement.
- 8.4. If the Client fails to provide a Status Determination Statement in accordance with clause 8.1 above or the Off-Payroll Legislation, the Agency reserves the right to reach its own conclusion about the PSC's deemed employment status.
- 8.5. The Client will co-operate with the Agency's reasonable requests for information if HMRC and/or the PSC challenges the Status Determination Statement and/or the Agency's decision to pay the Candidate Fees net or gross of PAYE and NICs.
- 8.6. The Client will notify the Agency without delay if it has reason to believe that the circumstances under which the PSC provides or will provide the Services under the Assignment have or will change such that the outcome of the Status Determination Statement would be different to that previously notified to the Agency.
- 8.7. The Agency will be entitled to terminate the Assignment by immediate notice to the Client if:
  - 8.7.1. it does not receive a Status Determination Statement from the Client pursuant to clause 8.1 above; or,
  - 8.7.2. it has reasonable grounds to believe that the circumstances under which the Services are provided and/or the nature of the Assignment have changed and/or require re-assessment; or,
  - 8.7.3. it receives a late Status Determination Statement which indicates that the Agency's conclusion (made in the absence of a valid Status Determination Statement from the Client) about the deemed employment status of the PSC may no longer be accurate.
- 8.8. The Client will indemnify (and keep it fully indemnified on demand) and hold harmless the Agency against any direct, indirect, additional, special, or consequential loss, liability, claim, damages, fines, costs, penalties, or interest, suffered by the Agency attributable to:
  - 8.8.1. the Agency relying in good faith on a Status Determination Statement which was incorrect, incomplete, out of date, or misleading; and which the Client should reasonably have known was incorrect, incomplete, out of date or misleading.

- 8.8.2. any act, omission, default, delay, negligence, or breach of statutory duty by or on the part of the Client which is suffered by the Agency arising out of the Client's failure to comply with its obligations under of the Off-Payroll Legislation;
- 8.8.3. any breach of the warranties contained in this clause 8.
- 8.9. Nothing in this clause will limit the Agency's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under an indemnity.

## **9. CONFIDENTIALITY AND DATA PROTECTION**

- 9.1. All information relating to a Candidate is confidential. Where information relates to a Contractor, Representative or Sole Trader it is also subject to the Data Protection Laws and is provided solely for the purpose of providing the Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the information at all times.
- 9.2. Information relating to the Agency's or the Client's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain, or as required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3. The terms of the Agreement will remain confidential.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. All copyright, trademarks, patents, and other intellectual property rights deriving from the provision of the Services by the Candidate during the Assignment will belong to the Client, save such rights as may be expressly owned or retained by the Candidate and set out in the Assignment Schedule.
- 10.2. The Agency will use its reasonable endeavours to ensure that the Candidate execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause 10.

## **11. TERMINATION OF THE ASSIGNMENT**

- 11.1. The Agreement will subsist between the Parties unless or until terminated in accordance with this clause 11.
- 11.2. An Assignment will terminate on the end date of the Assignment set out in the Assignment Schedule unless extended by mutual written agreement or by an Extended Hire Period.
- 11.3. Either Party may terminate an Assignment prior to the end date by giving the other Party the period of notice in writing specified in the Assignment Schedule.
- 11.4. Notwithstanding the provisions of clauses 11.2 and 11.3 above, the Client may terminate an Assignment with immediate written notice to the Agency if the Client reasonably considers that the Candidate's provision of the Services is unsatisfactory, such notice to be supported by documentary evidence.

- 11.5 The Agency may terminate the Agreement and an Assignment with immediate written notice if:
- 11.5.1 the Client is in wilful or persistent breach of its obligations under the Agreement and where the breach is capable of being remedied, fails to remedy the breach within seven days of receiving written notice from the Agency to do so;
  - 11.5.2 the Client fails to pay any amount which is due to the Agency in full and on the date that the payment falls due; or
  - 11.5.3 the Client refuses to pay an increase the Charges pursuant to clause 4.4 above;
  - 11.5.4 the Client refuses to give the Agency any relevant information, or gives the Agency incorrect information, in relation to the AWR;
  - 11.5.5 the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
  - 11.5.6 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
  - 11.5.7 an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other Party under the Agreement); or
  - 11.5.8 the Agency knows or suspects that the Client has breached the Data Protection Laws.

## **12 LIABILITIES AND INDEMNITIES**

- 12.1 Whilst reasonable efforts are made by the Agency to give satisfaction to the Client by ensuring good standards of skills, integrity and reliability from the Candidate, no liability is accepted by the Agency for any indirect, additional, special or consequential losses arising from the failure to provide a Candidate, or for a Candidate's failure to complete the Assignment, or from the negligence, dishonesty, misconduct or lack of skill of the Candidate, or if the Candidate terminates the Assignment for any reason. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 12.2 The Client will indemnify and keep indemnified the Agency against any losses incurred by the Agency by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body (and/or any supporting or consequential secondary legislation relating thereto)) arising out

of any Assignment or arising out of any non-compliance with and/or as a result of any breach of the Agreement by the Client.

- 12.3 The Client will indemnify and keep indemnified the Agency against any losses incurred by the Agency by reason of any proceedings, claims or demands by a Candidate or any third party arising out of any non-compliance with, and/or as a result of, any breach of the Data Protection Laws by the Client.

### **13 NOTICES**

All notices which are required to be given in accordance with the Agreement will be in writing and may be delivered personally, by first class prepaid post, or by email to the address that the Party has notified the other Party in writing. Any such notice will be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting, and if by email when the email.

### **14 SEVERABILITY**

If any of the provisions of the Agreement are determined by any competent authority to be unenforceable to any extent, such provision will, to that extent, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by applicable laws.

### **15 RIGHTS OF THIRD PARTIES**

None of the provisions of this Agreement are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

### **16 GOVERNING LAW AND JURISDICTION**

The Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

*Signed for and on behalf of the Agency*

*Signed for and on behalf of the Client*

**Print name**

**Print Name**

Date \_\_\_\_\_

Date \_\_\_\_\_