
E4E

EXPERT TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE REGISTERING YOUR DETAILS WITH US

This agreement (**agreement**) is a legal agreement between you and any third party you represent (**you** or **your** as the context requires) and Experience4Equity Ltd a company registered in England and Wales with number 10637515 (**we, us** or **our** as the context requires) for:

- your use of the website www.experience4equity.com; and
- the services provided by us to you.

You should print a copy of this agreement for future reference.

AGREED TERMS

1 The agreement

- 1.1 These terms set out the entire agreement between us and you for the services provided by us. We will not charge you a fee for such services.
- 1.2 For the avoidance of doubt, this agreement constitutes a contract for services and not a contract of employment between us and you.
- 1.3 The terms of engagement between you and our clients (**clients**) will be governed by the clients' Project Scope and any additional terms and conditions which you may agree with clients, including pay and duration.

2 Our services

- 2.1 We will be operating as an employment agency as defined in the Employment Agencies Act 1973.
- 2.2 We will endeavour, but cannot guarantee, to obtain suitable assignments for you with clients to use the skills and experience specified by you in the registration details you provide to us. We are not obliged to offer an assignment to you and you shall not be obliged to accept any assignment offered by us.
- 2.3 You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available. You agree that the suitability of an assignment shall be determined solely by us and that we shall incur no liability to you should we fail to offer assignments of the type of work specified in your registration details or any other work.
- 2.4 By registering with us, you agree that we may contact you using the details you have provided to discuss suitable assignments with you. Subject to your consent, we will forward those details to clients so that they may consider you for such assignments.

- 2.5 We reserve the right to remove any details which include any content that we consider (at our sole discretion) to be illegal or offensive or factually incorrect, or any identifying information (such as surnames or addresses) which might enable clients to approach you directly.
- 2.6 Except as provided below, at the same time as an assignment is offered to you, we will provide you with the following information (the **Project Scope**):
- 2.6.1 the identity of the client for whom you will be working, and if applicable the nature of its business;
 - 2.6.2 the date the assignment is to commence and the duration or likely duration of the assignment;
 - 2.6.3 the position which the client is seeking to fill, including the type of work you would be required to do, the location at which and the hours during which you would be required to work, and any risks to health or safety known to the client in relation to the assignment and what steps the client has taken to prevent or control such risks; and
 - 2.6.4 the experience, training, qualifications and any authorisation which the client considers are necessary or which are required by law or any professional body for the you to possess in order to work on the assignment.
- 2.7 The equity, rate of pay or fixed price and any other benefits offered by the client, the intervals at which you would be paid, and any expenses payable by or to you will be subject to negotiation between you and the client.
- 2.8 Where the Project Scope is not given in paper form or by electronic means, we will confirm it in writing or electronically as soon as possible and in any event no later than 3 working days after the assignment was offered to you.
- 2.9 Unless you request otherwise, clause 2.6 will not apply where you are being introduced or supplied to the client to work in the same position as one in which you have previously been supplied within the previous five working days and the Project Scope (with the exception of the date or likely duration of the assignment) is the same as that already given to you.
- 2.10 Subject to clause 2.8 and clause 2.9, where the assignment is intended to last for five consecutive working days or less and the Project Scope has previously been given to you and remains unchanged, we shall provide written confirmation of the identity of the client and the likely duration of the assignment.
- 2.11 Where the provisions of clause 2.10 have been met but the assignment extends beyond the intended five consecutive working days' period, we shall provide the remaining Project Scope to you in paper or electronic form within eight working days of the start of the assignment or by the end of the assignment, if sooner.

3 Your obligations

- 3.1 When we offer an assignment to you, you agree to inform us whether or not you have already applied to the client independently for the role or any previous role.
- 3.2 You will inform us within 48 hours of the offer of an assignment whether you agree that we may recommend you as a suitable applicant for an assignment to the client.

- 3.3 If we offer an assignment to you, you agree that:
- 3.3.1 you will not apply independently for the same role; and
 - 3.3.2 you will notify us if the client contacts you directly.
- 3.4 You are not obliged to accept any assignment offered by us. If you do accept an assignment, you shall:
- 3.4.1 co-operate with the client's reasonable instructions and accept the direction, supervision and control of any responsible person in the client's organisation;
 - 3.4.2 observe any relevant rules and regulations of the client's organisation (including where applicable normal hours of work) of which you have been informed or of which you should be reasonably aware;
 - 3.4.3 co-operate with us in the completion and renewal of all mandatory checks, including in relation to your right to work in the United Kingdom;
 - 3.4.4 where the assignment involves working with any vulnerable persons (that is any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of 18), provide the client with:
 - (a) confirmation of your identity;
 - (b) details of the experience and training which the client considers are necessary, or which are required by law or by any professional body, to work in the position which the client seeks to fill; and
 - (c) copies of any relevant qualifications or authorisations including an up-to-date Disclosure and Barring Service certificate and two references which are from persons who are not related to you;
 - 3.4.5 take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the assignment and comply with the health and safety policies of the client;
 - 3.4.6 not engage in any conduct detrimental to our interests or those of the client;
 - 3.4.7 comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the assignment and applicable to the client's business;
 - 3.4.8 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - 3.4.9 not do anything which would breach obligations of confidence owed by you to third parties or otherwise amount to a conflict of interest.
- 3.5 If you are unable for any reason to complete the work during the course of an assignment within the agreed deadline you should inform us and the client as soon as possible.

- 3.6 If, either before or during the course of an assignment, you become aware of any reason why you may not be suitable for an assignment, you shall notify us and the client without delay.
- 3.7 You agree that having given us instructions to submit your details to a client, you will not make a further application for the same assignment, either directly or indirectly, and that you will not apply to that client at all within 24 months without first informing us in writing of your intention to do so.
- 3.8 You also agree to inform us if a client contacts you directly after your details have been submitted to that client.

4 Terms applying to the assignment

- 4.1 The contractual terms governing the assignment are made between you and the client.
- 4.2 The terms include the agreed Project Scope and any other terms agreed between you and the client.
- 4.3 We have no liability to you under such terms, including without limitation for payment of any monies, holiday entitlement or any other benefits.
- 4.4 Before accepting any assignment, it is your responsibility to carefully check the Project Scope document, and any other terms and conditions which apply to the assignment.

5 Confidentiality

- 5.1 In order to protect the confidentiality and trade secrets of us and the client, you agree not at any time:
 - 5.1.1 whether during or after an assignment (unless expressly so authorised by the client or us as a necessary part of the performance of your duties), to disclose to any person or to make use of any of the trade secrets or the confidential information of the client or us; or
 - 5.1.2 to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the client or us except when required to do so in the course of your duties under an assignment, in which circumstances such copy abstract or summary would belong to the client or us, as appropriate.
- 5.2 The restriction in clause 5.1 does not apply to:
 - 5.2.1 any use or disclosure authorised by the client or us or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
 - 5.2.2 any information which is already in, or comes into, the public domain otherwise than through an unauthorised disclosure by you; or
 - 5.2.3 the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

6 Data protection

- 6.1 You agree to us and the client holding and processing data relating to you for legal, personnel, administrative and management purposes in accordance with the terms of our Privacy Policy.

7 Warranties and indemnities

- 7.1 You warrant that:

7.1.1 the information supplied to us on registration or in any application documents is correct;

7.1.2 you have the experience, training, qualifications and any authorisation which the client considers are necessary or which are required by law or by any professional body for you to possess in order to perform the assignment;

7.1.3 you are not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling your obligations under this agreement; and

7.1.4 if required in order to perform any assignment, you have valid and subsisting leave to enter and remain in the United Kingdom for the duration of this agreement and are not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the assignment.

- 7.2 You shall indemnify us and keep us indemnified against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses which we may suffer, sustain, incur, pay or be put to arising from or in connection with:

7.2.1 any failure by you to comply with your obligations under this agreement;

7.2.2 any negligent or fraudulent act or omission by you;

7.2.3 the disclosure by you of any confidential information;

7.2.4 any employment-related claim brought by you in connection with the assignment; or

7.2.5 the infringement by you of the client's intellectual property rights (including copyright, trade marks, designs, patents and database rights).

8 No partnership or agency

- 8.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 8.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

9 Limitation of liability

9.1 Nothing in this agreement shall limit or exclude our liability for:

9.1.1 death or personal injury caused by negligence, or;

9.1.2 fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1:

9.2.1 we shall have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement;

9.2.2 our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any assignment shall be limited to 100% of the total fees paid by the client to us relating to that assignment.

10 Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

10.1.1 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

10.1.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

10.1.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.1.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11 Entire agreement

11.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

11.3 We may vary the terms of this agreement from time to time on prior written notice to reflect the changing needs of our business and/or to comply with new legislation.

11.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12 Third party rights

12.1 No one other than a party to this agreement shall have any right to enforce any of its terms.

13 Severance

13.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

14 Governing law

14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15 Jurisdiction

15.1 Subject to clause 15.2, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

15.2 Where you are domiciled outside the UK, any dispute or claim arising out of or in connection with this agreement, shall ultimately be referred to and settled by arbitration under the ICC Rules in force at the date of the request for arbitration, which rules are deemed to be incorporated by reference into this clause, subject to the following:

15.2.1 The tribunal shall consist of a sole arbitrator.

15.2.2 The seat of the arbitration shall be England.

15.2.3 The place of arbitration shall be London.

15.2.4 The language of the arbitration shall be English.