



TERMS AND CONDITIONS OF CLIENT REGISTRATION January 2024

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

In this Contract, the following words and expressions shall have the following meanings (unless the context requires otherwise):

"Agency" means SENNIES Limited, whose registered number is 12200922 and whose registered office is at SENNIES Unit 36 Newhaven Enterprise Centre, Denton Island, Newhaven, East Sussex, England, BN9 9BA.

"Applicant" means a nanny, childcare provider or therapist specialising in special educational needs ("SEN") with a minimum of 2+ years of SEN experience introduced by the Agency to the Client to be considered for an Engagement in respect of SEN childcare or to be considered for their SEN consultancy services.

"Client" means the person or company who has completed a Client Brief to which these Terms and Conditions apply;

"Client Brief" means the information provided by the Client, either verbally or in writing, setting out, amongst other things, the Client's details, and requirements for childcare, including but not limited to location, pay rate, working hours, living arrangements, specific special education needs assistance required and any useful information about the Client and its family.

"Confidential Information" means all personal and business information about the parties to this Contract.

"Contract" means the contract between the Agency and the Client for the provision of the Services, comprising the relevant Client Brief and these Terms and Conditions, which comes into force as stated in Clause 2.1;

"Engagement" means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and on a permanent, temporary or other basis, of an Applicant, by or on behalf of the Client, whether or not that contract is in writing but in any case where the Client has agreed to provide remuneration (whether monetary or otherwise) to the Applicant;

"Engagement Commencement Date" means, in relation to an Engagement, the date on which the relevant Applicant's Engagement with the Client commences. In the absence of other evidence, the date upon which the Applicant attends the Client's property (or such property as the Client has directed) and starts working in a childcare role shall be deemed to be the Engagement Commencement Date;

"Example Employment Contract" has the meaning given in Clause 11.5;

"Guarantee Fee" means the fee of £75.00 plus VAT per month in consideration of the extended guarantee as set out in Clause 8.2;

"Placement Fee" means money payable to the Agency by the Client for the Engagement of an Applicant as set out on the Agency's website;

"Placement Fee Due Date" has the meaning given in Clause 7.1;

"Potential Replacement Applicants" has the meaning given in Clause 8.1.3;



“**Registration Fee**” means a fee of £500.00 plus VAT payable to the Agency upon registration for the Agency’s Services in consideration of the Agency advertising the Client Brief for an eight-week period on the SENNIES Network.

“**Relevant Circumstances**” has the meaning given in Clause 8.1;

“**SENNIES Network**” means the database of registered and vetted Applicants and the various websites and resources that the Agency uses to source and recruit new Applicants; and

“**Services**” means an introduction service whereby a Client is introduced to one or more Applicants to work for the Client as childcare staff.

In this Contract unless the context clearly requires otherwise:

1.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit; and if any party to this Contract comprises more than one person, all obligations of that party shall be construed as joint and several.

1.2. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.

1.3. a reference to a “Month” means a calendar month, and “Week” means 7 consecutive days.

1.4. a reference in this Contract to any document or text is a reference to that document or text at the date when the contract is made. We reserve the right to change any such document without notice.

2. CONTRACT

2.1 The Contract between the Agency and the Client, incorporating these Terms and Conditions, shall come into force when the Agency, having received a Client Brief and the Registration Fee from the Client, confirms acceptance of the Client Brief and the Registration Fee orally, in writing or by email to the Client or confirms that it is commencing its work to provide Services to the Client. The Agency will provide such assistance as may be required to the Client to help prepare the final Client Brief to be submitted to the Agency.

2.2 These Terms and Conditions apply to the Contract to the exclusion of all other terms and conditions and shall to the extent contradictory supersede any other documentation or communication between the Client and the Agency.

2.3 The Agency reserves the right to vary the terms of this Contract and/or the way it provides the Services by way of written notification to the Client. The Client has the option to either (i) decline such changes at which point the contract will terminate without any payment due from either party or (ii) consent in writing to such changes, the date of such notification being the date such amendments will take effect. If it does consent:

2.3.1 the parties will continue to be bound by the terms of this Contract in respect of all work contracted to the date of change; and

2.3.2 any new instruction by the Client will be subject to the updated terms.



2.4 This Contract together with any schedules (which are expressly incorporated herein), constitutes the entire Contract between the parties and supersedes all previous Contracts, understandings, and arrangements between them, whether written or oral in respect of its subject matter. The Client acknowledges that it has not entered into this Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Contract. The Client shall not have any claim for innocent or negligent misrepresentation on the basis of any statement in this Contract. Nothing in this Contract purports to limit or exclude any liability for fraud.

2.5 The Client acknowledges that he/she/it understands exactly what is included in the Services and he is satisfied that the Services are suitable and satisfactory for his/her/its requirements.

3 CANCELLATION OF CONTRACT

3.1 If, and only if, the Client is a consumer, then he/she may cancel this within 14 days of entering into it. Accordingly, the Agency is under no obligation to commence provision of the Services until after the expiry of that 14-day period.

3.2 If the Client requires the Agency to provide the Services sooner than 14 days after the Contract has been made, he/she must instruct the Agency to do so in writing, acknowledging that he/she will lose his/her right to cancel and the Registration Fee upon such instruction.

3.3 If the Client cancels this Contract pursuant to its termination right under Clause 3.1 (and otherwise in compliance with the requirements of these terms (including as to the giving of notice)), the Agency will refund the Registration Fee to the Client that the Client may have paid to the Agency within 14 working days.

4 RELATIONSHIP OF PARTIES

4.1 Nothing in this Contract shall create a partnership or agency or the relationship of employer and employee, or other relationship between any of the parties, other than the contractual relationship expressly provided for in this Contract.

4.2 The Agency is an employment agency. It acts as an intermediary which introduces Applicants to prospective clients and vice versa. The Agency has no part, contractual or otherwise, in any arrangement between the Client and the Applicant and is not an agent in law for any person.

4.3 Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf, except as expressly agreed in this Contract.

4.4 Nothing in this contract shall prevent the Agency from entering into a similar contract with any other person.

4.5 The Agency warrants that it has all necessary authority to perform its obligations set out in this Contract.

5 OBLIGATIONS OF THE CLIENT

5.1 The Client accepts that the Agency acts only as an introduction agency for SEN childcare placements and therefore holds no employer responsibility for any Applicant whether introduced on a permanent, contract or temporary basis. The Client understands and accepts that the responsibility for deciding



whether an Applicant is suitable for the role and its family lies with the Client alone.

- 5.2 The Client is responsible for providing a full detailed job description to the Agency in the Client Brief. The Client warrants that the description of work and other information that he/she/it has provided, or provides in a future time, is accurate and complete and to the best of their knowledge is compliant with current employment laws and regulations in England and Wales. The Agency will in turn advise to the best of its ability on any working conditions that are legally required such as, but not limited to, working hours, holidays etc. Reasonable amendments to the Client Brief during the search may be made. However, the Agency reserves the right to charge an administration fee of £50 plus VAT in the event such changes are reasonably deemed to be excessive.
- 5.3 The Client agrees to satisfy himself/herself/itself as to the suitability of an Applicant generally by way, without limitation, of the following:
- 5.3.1 taking up references, including the confirmation of any professional, academic, or other qualifications;
 - 5.3.2 obtaining DBS checks criminal record checks or police checks and asking to see copies of any certification obtained by an Applicant, including paediatric first aid certification;
 - 5.3.3 ensuring that the Applicant can drive to the standard expected by the Client;
 - 5.3.4 confirming by means of reviewing in-person identity and proof of address documents by sight and the Client is further advised to periodically check and retain copies of these identity documents and necessary certificates; and
 - 5.3.5 obtaining any visa or permit necessary to enable the Applicant to accept the Engagement.
- 5.4 The Client shall not discriminate against any Applicant and shall comply with the provisions of any anti-discrimination legislation including but not limited to the Equality Act 2010;
- 5.5 The Client shall inform the Agency immediately, in writing, of serious dissatisfaction with the performance or conduct of the Applicant.
- 5.6 If an Applicant introduced to the Client by the Agency has already been introduced by a third party, the Client will immediately (and, in any event, within 5 days of the introduction by the Client) inform the Agency of that fact and provide such evidence of such prior introduction as the Agency reasonably requires to prove the fact. If the Client fails to inform the Agency and/or provide the supporting evidence of the prior introduction and the Applicant is engaged by the Client, the Client shall be liable to pay the related Placement Fee to the Agency. For the avoidance of doubt, an introduction shall be deemed effective as of the date the Applicant's CV and/or other details identifying the Applicant are sent to the Client. Timing shall be of the essence in the event of any conflict between the Agency and any third party.
- 5.7 The Client shall inform the Agency immediately of each of the following: (a) the acceptance by an Applicant of an Engagement; and (b) the terms of the engagement by the Client of the Applicant, giving details of gross annual salary, start date and end date, and whether the Engagement is permanent or temporary. The Client agrees that as far as reasonably possible any job offer for an Applicant shall match the job description agreed with the Agency. The Agency is not responsible for any Applicant who withdraws from the process in the event the offer does not materially match the agreed job description.



- 5.8 The Client shall pay the relevant Placement Fee upon the Engagement of the Applicant in accordance with Clause 7.
- 5.9 The Client will comply with UK employment and tax law to the extent relevant, including, but not limited to the provision of a contract of employment, pay slips, correct deductions for tax and national insurance, as well as any pension contributions, if the Applicant is eligible.
- 5.10 For self-employed Applicants, the Client is responsible for confirmation that the Applicant is eligible for self-employed status and should request documentation confirming self-employed status.
- 5.11 If the Client or a member of the Client's family or any acquaintance or associate of the Client, passes on the details of an Applicant to any other person or persons within 24 months of the Applicant's introduction to the Client by the Agency, resulting in the Engagement of the Applicant by a third party, the Client shall be liable to pay to the Agency the full Placement Fee that would have been payable had the Client entered into an Engagement with the Applicant on the basis of the requirements set out in the Client Brief.
- 5.12 The Client warrants that he/she/it holds and will maintain appropriate Employer's Liability insurance for at least £5 million. Employer's Liability Insurance must be in place for trial sessions and the Engagement of permanent, temporary and contract staff. The Client is responsible for ensuring that the Applicant has current Public Liability Insurance if required.
- 5.13 The Client is responsible for the instruction and direction of the Applicant. The Client is responsible for ensuring that the Applicant clearly understands the special educational needs of the Client's children and expected duties. The Agency shall, if requested, provide the Client with coaching either through the Agency or approved third-party providers to help the Client guide the Applicant and manage the required special educational need of their child(ren).
- 5.14 During the Client's Engagement of the Applicant, the Client will ensure that the Applicant is provided with a suitable and safe working environment which in no way may compromise and affect the welfare of the Applicant and will ensure that the place of work is clean and hygienic and complies with appropriate health and safety laws;
- 5.15 For live-in positions, the Client must ensure:
- 5.15.1 adequate household insurance is in place to protect the Applicant's possessions; and
 - 5.15.2 provision of suitable live-in accommodation to the Applicant, including, without exception, a bedroom for exclusive use and access to a bathroom.
- 5.16 The Client may reimburse the Applicant for travelling expenses for an interview at their discretion.
- 5.17 The Client agrees not to enter into any relationship with the Applicant that may be detrimental to the interest of the Agency during this agreement or within two years from the date of its termination.

6 AGENCY OBLIGATIONS

- 6.1 The Agency is not obliged to start its search for any suitable Applicants until it has received a complete Client Brief and the Registration Fee.



- 6.2 Once an agreed Client Brief has been submitted to the Agency, and the Registration Fee received, the Agency shall create an advertisement/job description to be approved by the Client and ready for submission to the SENNIES Network. The Client will sign the waiver form as provided by the Agency prior to the job description being added to the SENNIES Network.
- 6.3 The Agency shall use its reasonable endeavours to introduce to the Client, Applicants which the Agency considers suitable to be employed by the Client as required in the Client Brief and perform the additional services as further set out in this Clause. Upon introduction and notification of Client interest, the Agency shall work with the Client to arrange an interview/trial within 48 hours. It is the Client's responsibility to pay the Applicant for any trial days that are arranged at a rate of £11 per hour. If the Client arranges more than two trial sessions within a one-month period with the same Applicant, any further trial sessions will be considered an Engagement and an invoice for the relevant Placement Fee will be issued in accordance with Clause 7.
- 6.4 The Agency shall request Applicants to provide; -
- 6.4.1 An up-to-date CV;
 - 6.4.2 Original Government issued identity documents and address check documents;
 - 6.4.3 Relevant certificates;
 - 6.4.4 DBS certification; and
 - 6.4.5 Referee contact details.
- It is the Client's responsibility in accordance with clause 5.3 to check the suitability of such documents.
- 6.5 The Agency will inform the Client as to the status of each of the above documents set out in Clause 6.4.2- 6.4.5 prior to any decision to Engage. In the event that, for example; the DBS is in progress at the time an offer is made, the Agency shall recommend that an Engagement does not commence until the DBS certification is received and is deemed acceptable. If the Client moves forward and commences Engagement before the DBS or any of the other relevant documents are received, then the decision rests exclusively with the Client as to whether such Engagement should proceed. For the avoidance of doubt, the relevant Placement Fee would still be due to be paid in such circumstances.
- 6.6 The Agency does not give any warranty as to the accuracy of the information supplied to them by the Applicant which is then transferred to the Client.
- 6.7 The Agency agrees to take reasonable steps to ensure that both the Applicant and the Client are aware of requirements imposed by law or professional bodies to enable the Applicant to work for the Client in the capacity of the position that the Client wishes to fill.
- 6.8 Time for commencement shall not be of the essence of the Contract and the Agency shall not be held liable for any loss, costs, damages, charges, or expenses caused directly or indirectly by any delay in the Services.

7 FEE AND PAYMENT

- 7.1 The Placement Fee becomes due and payable within five days of the date the Agency issues its invoice. (the "**Placement Fee Due Date**") The invoice shall be issued once an Applicant accepts an offer of Engagement either by verbal or by written agreement; and the compliance checks have been completed before the Applicant starts an Engagement. For the avoidance of doubt, such a Placement



Fee is due and payable by the Client even if the Client has not notified the Agency of the acceptance or commencement of the Engagement.

7.2 Timing of payment of the Placement Fee shall be of the essence.

7.3 The Placement Fee is non-refundable.

7.4 All payments to be made by the Client to the Agency under the Contract shall be made in pounds Sterling by any of:

7.4.1 direct transfer to the Agency's bank account (as notified by the Agency to the Client); or

7.4.2 any other way agreed between the parties.

7.5 If payment is not made in accordance with the methods set out in Clause 7.4, the Agency reserves the right to use the card details provided to make a payment through STRIPE; such card details having been provided at the time of registration with the Agency. The Client acknowledges that any payment details it provides may be used to make a payment through STRIPE for the Agency's Services.

7.6 In the event a Client chooses to pay the Placement Fee by credit card, additional processing fees may apply as notified to the Client in advance within the invoice.

7.7 In the event the Client fails to pay the Placement Fee by the Placement Fee Due Date and it has not been possible to take payment through STRIPE, the Agency reserves the right to charge the Client a late payment fee of 10% as well as interest in respect of any late payment of any sum due under this Contract at the rate of 4 per cent per annum above the base rate of Barclays Bank, from the due date until receipt of payment.

8 REPLACEMENT APPLICANT

8.1 In the event that an Applicant accepts an Engagement with the Client in relation to which Engagement the Client has paid a Placement Fee, but any of the following circumstances occur (the "**Relevant Circumstances**"):

8.1.1 the Applicant voluntarily (i.e., not by reason of any action or omission by Client) does not commence the Engagement on (or within four weeks of) the agreed commencement date.

8.1.2 the Applicant commences the Engagement but voluntarily (i.e., not by reason of any action or omission by Client) terminates the Engagement within the first four weeks of commencing such Engagement (other than by reason of a breach by the Client of the terms of the Engagement contract with the Applicant); or

8.1.3 the Client terminates the Engagement of the Applicant within the first four weeks of such Engagement commencing for reasons of gross misconduct on the part of the Applicant ("gross misconduct" being as determined in accordance with the guidance set out by ACAS),

then the Client should notify the Agency of any such event(s) within seven days of the Relevant Circumstance occurring. If the Client so notifies the Agency, the Agency will use its reasonable endeavours within eight weeks of receiving such written notification to make further introductions to the Client (at no further charge to the Client) of potential replacement Applicants ("**Potential Replacement Applicants**") which Potential Replacement Applicants conform in all material aspects, in the Agency's



sole opinion (acting reasonably), with the requirements for an Applicant in the Client Brief originally provided to the Agency by the Client.

8.2 The Agency offers an extended guarantee to its Clients in consideration for the Guarantee Fee. Under such extended guarantee, the Agency shall provide further introductions of Applicants in the event that the Applicant leaves under the Relevant Circumstances for each month the Client pays the Guarantee Fee. Any amendments to the Client Brief including, but not limited to, changing days, times, and additional duties, will be viewed as creating a new Client Brief and therefore not covered by the guarantee and a further Placement Fee may be raised.

8.3 For the sake of clarity, no replacement will be made in any of the following circumstances:

- (i) the Client fails to make the notification required under Clause 8.1 above within the time period stipulated;
- (ii) the termination of the Engagement is due to the breach by the Client of UK employment law or the contract relating to the Engagement;
- (iii) the Client terminated the Engagement other than by reason of gross misconduct on the part of the Applicant;
- (iv) the Client makes alternative arrangements for its childcare requirements (i.e. meaning that the Client no longer needs a replacement Applicant), including sourcing an applicant from another source;
- (v) the Client confirms to the Agency that it no longer needs the services of an Applicant and/or no longer needs the Agency to make introductions of suitable alternative Applicants;
- (vi) the Client changes its requirements (for example, but without limitation, in relation to working conditions, job description, pay, holiday entitlement, hours required to be worked and the location of working) for an Applicant from the original specification provided to the Agency after the original Applicant placed with the Client has left;
- (vii) although the Engagement of the Applicant has ended, the Applicant continues to provide services to the Client other than in connection with the Engagement; and
- (viii) the Agency has complied with its obligation to introduce Potential Replacement Applicants set out in Clause 8.1 above but the Client chooses not to engage any of such Potential Replacement Applicants.

8.4 For the avoidance of doubt, the Agency shall have no further obligation to the Client to source additional replacement applicants in the event the Client agrees to engage a Potential Replacement Applicant but that Potential Replacement Applicant fails to commence the Engagement or, having so commenced, leaves at any time.

9 CONFIDENTIALITY

9.1 The Agency only collects personal information for the legitimate business purpose of introducing childcare professionals and domestic/estate staff to Clients and finding positions on a temporary and /or permanent basis for Applicants. All information received is treated as private and confidential, and all steps are taken to ensure that information is protected from unauthorised viewing by up-to-date computer protection. All personal details on paper are securely stored and shredded when they are no longer required for legitimate business reasons.

9.2 Each party to this contract undertakes for the benefit of the other that he/she/it will not:



- 9.2.1 except as required by law or regulation binding upon it, divulge to any person whatever or otherwise make use of any Confidential Information relating to the other, which has been learnt as a result of this contract or any circumstance flowing from the contract; and
- 9.2.2 post any text, nor image, nor audio-visual material, on any social network or other public place which could be hurtful, embarrassing or damaging to the other party.
- 9.3 The parties agree that any economic loss, loss of opportunity, business or goodwill and/or of damage to reputation or professional standing arising directly or indirectly, foreseeable or not from a breach of the above provisions must be compensated on the basis of the effect on the damaged party and the parties hereby acknowledge that damages may not be an adequate remedy for such breach and each party will be entitled to see the remedies of an injunction, specific performance and other equitable relief for any threatened or actual breach of this Clause 9. The Client accepts personal liability for compliance with these provisions by his/her children of any age, other members of his/her family and domestic staff.
- 9.4 If the Client passes confidential information on to a third party resulting in the engagement of an Applicant by a third party within 1 year of the Client being introduced to the Applicant then the Client shall be obliged to pay to the Agency the full Placement Fee that would have been payable had the Client entered into an Engagement with such Applicant on the basis of the requirements set out in the Client Brief.
- 9.5 The obligations contained within this Clause 9 shall survive termination of this Contract for a period of five years from the date of such termination.

10 DATA PROTECTION

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) as implemented in the UK; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 10.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller, and the Agency is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 10.2 The Agency shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by the Agency of its obligations under this agreement:
- process that Personal Data only on the written instructions of the Client for the purposes of carrying out a childcare search or other private staffing search in accordance with the terms of this agreement;
 - ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d) assist the Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e) notify the Client without undue delay on becoming aware of a Personal Data breach;
- f) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- g) maintain complete and accurate records and information to demonstrate its compliance with this clause.

11 LIMITATION OF LIABILITY

- 11.1 In providing the Services, the Agency is committed to maintaining a high level of service and efficiency. However, the Service is dependent upon the accuracy of information provided by the Client which is beyond the control of the Agency. Further, any decision as to the suitability of an Applicant (or a Potential Replacement Applicant) and the decision to Engage an Applicant (or a Potential Replacement Applicant) is the sole discretion of the Client. Subject always to Clause 11.6, the Agency does not accept responsibility and shall not be liable for any loss that the Client may incur directly or indirectly, as a result of using the Agency's Services or engaging a particular Applicant.
- 11.2 Subject always to Clause 11.6, the Agency shall not be liable to the Client for any loss or expense which is:
- 11.2.1 indirect or consequential loss;
 - 11.2.2 economic loss or other loss of revenue, turnover, profits, business, or goodwill;
 - 11.2.3 loss or damage suffered by the Client as a result of an action brought by third party; and/or
 - 11.2.4 loss or damage caused to the Client by Applicant.
- 11.3 Particulars of Applicants, their profiles and other information provided by the Agency are prepared in good faith and solely for the Client's guidance. Subject always to Clause 11.6, no liability, howsoever arising, shall be accepted by the Agency for the accuracy or completeness of any Applicant's profile.
- 11.4 Subject always to Clause 11.6, the maximum limit of the liability of the Agency to the Client, whether in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sum of £1,000.
- 11.5 It is noted that the Agency does not advise in relation to, and is not responsible for putting in place, any contract of employment or otherwise between the Client and an Applicant. The Client is solely responsible for that. It is also noted that the Agency may make available to the Client a form of employment contract (the "**Example Employment Contract**"). This Example Employment Contract is intended as a guide only. The Client should seek independent legal advice in relation to any employment or other contract that it enters into with an Applicant. Subject always to Clause 11.6, the Agency accepts no liability for loss incurred in relation to the Client's use of the Example Employment Contract.
- 11.6 Notwithstanding any other provision contained in the Contract, the Agency does not, in the Contract, exclude or restrict liability:



- 11.6.1 for death or personal injury caused by our negligence, or the negligence of our employees, agents, or subcontractors;
- 11.6.2 for fraud or fraudulent misrepresentation; or
- 11.6.3 to the extent it is otherwise prohibited by law from excluding or restricting liability.

12 TERMINATION

- 12.1 Prior to any Engagement of an Applicant being agreed, the Agency may terminate this Contract at any time, for any reason, with immediate effect by sending notice in writing to that effect in the event that the parties are unable to work with each other or there is a material breach of the contract by the Client, which it fails to remedy within 14 days of being notified. Post any Engagement, either party may terminate this Contract but Clauses 7 and 8 shall still continue in full force and effect.
- 12.2 The termination of this Contract by this paragraph shall be without prejudice to any rights (such as a right to receive payment) outstanding as of the date of termination.
- 12.3 Subject always to Clause 3, the Agency shall not be obliged to reimburse to the Client any amounts paid by the Client to the Agency except as required by law.
- 12.4 Notwithstanding termination of this Contract for whatever reason, the provisions of Clauses 9 (*Confidentiality*), 11 (*Limitation of liability*), 13 (*Indemnity by the Client*) and 14.7 shall continue in full force and effect.

13 INDEMNITY BY THE CLIENT

- 13.1 The Client agrees to indemnify the Agency against all costs, claims, demands, proceedings (civil or criminal), penalties, fines, losses, damages, and expenses arising directly or indirectly from:
 - 13.1.1 the Client's breach of this Contract; and/or
 - 13.1.2 any act, omission, or default by the Client, any of his/her/its agents, employees, contractors, children of any age, other members of his/her family and domestic staff.

14 MISCELLANEOUS MATTERS

- 14.1 If any term or provision of this Contract is at any time held to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 14.2 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 14.3 Neither party shall be liable for any failure or delay in performance of this Contract which is caused by circumstances beyond its reasonable control.
- 14.4 Any communication to be served on either party by the other shall be sent by first class post or recorded delivery or by e-mail. It shall be deemed to have been delivered:
 - 14.4.1 if sent by post to the correct address: within 72 hours of posting; and



14.4.2 If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

14.5 In the event of a dispute between the parties to this Contract, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing litigation.

14.6 This Contract does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this Contract which excludes or restricts the liability of any person, may be enforced under that Act.

14.7 The validity, construction and performance of this Contract shall be governed by the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

DECEMBER 2023