



TERMS & CONDITIONS RELATING TO THE INTRODUCTION OF AGENCY WORKERS January 2024

SENNIES Limited, (registered number 2200922) whose registered office is at Sennies Unit 36 Newhaven Enterprise Centre, Denton Island, Newhaven, East Sussex, England, BN9 9BA (“SENNIES”) acts as an employment business in relation to the Introduction and supply of Agency Workers and has agreed to make those services available to the Client on the terms and conditions set out in this Agreement.

1. Definitions

1.1. The definitions and rules of interpretation in this clause apply to this Agreement:

‘Assignment’	means the Services to be performed by the Agency Worker for the Client for a period of time;
‘AWR 2010’	means the Agency Workers Regulations 2010;
‘AWR Claim’	means any complaint or claim to a tribunal or court made by or on behalf of an Agency Worker against the Client and/or SENNIES for any breach of AWR 2010;
‘Business Day’	a day other than a Saturday, Sunday, or public holiday when banks are open for business;
‘Calendar Week’	means any period of seven days starting with the same day as the first day of the First Assignment;
‘Client’	means the person or company who has completed a Client Brief to which these Terms and Conditions apply to whom the Agency Worker is Introduced by SENNIES;
‘Client Brief’	means the information provided by the Client, either verbally or in writing, setting out prior to the Assignment, amongst other things, the Client’s details, and requirements for special needs 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;



'Conduct Regulations 2003'	means the Conduct of Employment Agencies and Employment Business Regulations 2003;
'Data Protection Legislation'	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
'Engagement'	means any employment, engagement, or use of the Agency Worker's services directly or indirectly by the Client (whether for a definite or indefinite period) through any employment business other than through SENNIES as a direct result of any Introduction or Assignment to the Client and "Engaged" and "Engages" shall be interpreted accordingly;
'Extended Assignment'	shall have the meaning set out in Clause 5.1. b
'Fees'	means the total amount of the Agency Worker's Remuneration as well as SENNIES' administration costs, employer's national insurance contributions, income tax, any payment for time off for ante-natal appointments or medical appointments that the Agency Worker is entitled to and any such expenses of the Agency Worker as are reasonable, and any other amounts to which the Agency Worker is entitled under the AWR 2010;
'Introduction'	means: <ul style="list-style-type: none"> (a) the Client's interview of the Agency Worker in person or by telephone; or (b) following the Client's instruction to SENNIES to search for an Agency Worker, the passing by SENNIES to the Client of a curriculum vitae or any other information which identifies the Agency Worker, even if no Engagement takes place, and "Introduce" and "Introduced" shall be interpreted accordingly;
'Introductory Fee'	means the fee payable in the circumstances referred to in Clauses 7.1, 7.2 and/or 7.3 and calculated in

accordance with Clauses 7.5 or 7.6 depending on the nature of the Engagement;

- 'Qualifying Period'** means a 12-week qualifying period as defined in regulation 7 of the AWR 2010, subject to regulations 8 and 9 of AWR 2010;
- 'Qualifying Agency Worker'** means any Agency Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010 and in particular has been provided to the Client (whether by SENNIES or any third party) for the Qualifying Period and in respect of whom SENNIES has complied with its obligations under Clause 3.
- 'Registration Fee'** means a fee of £500.00 plus VAT payable to SENNIES upon registration for SENNIES' Services in consideration of SENNIES advertising the Client Brief for an eight-week period on the Sennies Network.
- 'Relevant Terms'** means the terms and conditions relating to:
- (a) pay including but not limited to basic salary, bonuses, overtime payments, holiday pay and vouchers (providing they have a fixed monetary value);
 - (b) the duration of working time;
 - (c) night work;
 - (d) rest periods;
 - (e) rest breaks; and
 - (f) annual leave
- that are ordinarily included in the contracts of employees or workers (as appropriate) working within the provisions of special needs childcare and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;
- 'Remuneration'** means annual base salary plus bonus and all other payments payable to or receivable by the Agency Worker, via the umbrella company, for services rendered to or on behalf of the Client including any

payments payable to the umbrella company in order to comply with the AWR 2010.

- 'Services'** means the special needs childcare services that the Client has instructed SENNIES to supply through the Agency Worker as specified in the relevant Client Brief;
- 'Agency Worker'** means an individual worker, who (i) is Introduced and supplied by SENNIES to the Client to provide special needs childcare services to the Client indirectly through an umbrella company acting as a consultancy rather than as a direct employee of the Client, and (ii) is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010;
- 'Terms'** means these terms of business (including the attached schedules).
- 'Valid Opt-out Notice'** means written notification from an Agency Worker in accordance with regulation 32(9) of the Conduct Regulations 2003, as amended from time to time -

- 1.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.3. References in this Agreement to statutory provisions or the provisions of other legislation shall be construed as references to those provisions as respectively replaced, amended, or re-enacted from time to time.

2. General Terms

The agreement between SENNIES and the Client, incorporating these Terms and Conditions, shall come into force when SENNIES, having received a Client Brief for an Agency Worker 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. SENNIES will provide such assistance as may be required to the Client to help prepare the final Client Brief to be submitted to SENNIES.

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, SENNIES is under no obligation to commence the provision of the Services until after the expiry of that 14-day period.



3.2. If the Client requires SENNIES to provide the Services sooner than 14 days after the Contract has been made, he/she must instruct SENNIES 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 agreement 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)), SENNIES will refund the Registration Fee to the Client that the Client may have paid to SENNIES within 14 working days.

4. SENNIES' Obligations

4.1. For the purposes of the Conduct Regulations 2003, SENNIES acts as an employment business in relation to the Introduction and supply of Agency Workers pursuant to this agreement.

4.2. SENNIES warrants that it has the necessary expertise to provide the services contemplated in this agreement and will perform them in keeping with the highest professional business standards by using appropriately qualified, experienced, and trained personnel.

4.3. SENNIES warrants that it does, and it shall comply with all relevant statutes, laws, regulations, and codes of practice from time to time in force.

4.4. SENNIES agrees to search for Agency Workers for the Client who, as far as is reasonably possible, meet the Client's minimum qualifications in accordance with these Terms.

4.5. SENNIES agrees to carry out pre-vetting checks to the level and criteria required by the Client from time to time before Introducing them to the Client and shall only Introduce Agency Workers who meet the minimum criteria for the position as set out in Clause 5.1 and have an interest in the positions for which they are Introduced.

4.6. SENNIES shall Introduce only Agency Workers who have the right to work in the United Kingdom and, in particular, SENNIES shall comply with the Immigration Asylum and Nationality Act 2006, the Immigration Act 2016 and other relevant UK legislation.

4.7. SENNIES shall notify the Client immediately if it believes that any Agency Worker is unsuitable for the Assignment or becomes aware of any matter that indicates that an Agency Worker may be unsuitable for the Assignment or is inconsistent with any information previously provided including where an Agency Worker ceases to have the appropriate skills, approvals or a right to work in the United Kingdom or where this agreement may be or has been breached.



- 4.8. Prior to the commencement of any work by a Qualifying Agency Worker in relation to an Assignment, or by an Agency Worker who during the course of work on that Assignment will become a Qualifying Agency Worker, SENNIES shall notify the Client of this fact, and agree with the Client the applicable Fees which may be payable.
- 4.9. SENNIES shall, where relevant, inform the Client whether it holds a Valid Opt-Out Notice for each Agency Worker whom it Introduces to the Client.
- 4.10. Prior to the commencement of the Assignment, SENNIES shall send the Client written confirmation of:
 - a) the identity of the Agency Worker;
 - b) the Agency Worker's experience, training, qualifications, and authorisations necessary for the Assignment;
 - c) the Agency Worker's willingness to carry out the Assignment;
 - d) the hourly rate charged by SENNIES in accordance with 6.1;
 - e) any notice period to terminate the Assignment; and
 - f) the intervals at which invoices shall be rendered to the Client by SENNIES.

5. Client's Obligations

- 5.1. When making a request for the provision of an Agency Worker to perform the Assignment, the Client will give SENNIES within the Client Brief details of:
 - a) the date on which the Client requires the Agency Worker to commence work, the hours required (acknowledging the minimum 12-hour requirement to access an Agency Worker) and the duration, or likely duration, of the work;
 - b) the position which the Client seeks to fill, including the type of work the Agency Worker in that position would be required to do, the location at which, and the hours during which, the Agency Worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - c) 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 the Agency Worker to possess in order to work in the position;
 - d) any expenses payable by or to the Agency Worker; and
 - e) any information reasonably required by SENNIES in order for SENNIES to fulfil its obligations under the AWR 2010.

- 5.2. The Agency Worker shall be deemed to be under the supervision, direction, and control of the Client from the start of, and throughout the duration of, the Assignment and therefore Client agrees to be responsible for all acts, errors, or omissions of the Agency Worker, whether wilful, negligent, or otherwise.
- 5.3. The Client undertakes to:
- a) comply in all respects with all legislation including, for the avoidance of doubt, the Working Time Regulations 1998, applicable health and safety requirements and legal requirements to which the Client is subject, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments;
 - b) provide the Agency Worker with a suitable and safe environment within which to work; and
 - c) provide the Agency Worker with all necessary information, training, and safety equipment where appropriate, in order to comply with its health and safety obligations to the Agency Worker.
- 5.4. If the Client decides that an Agency Worker is unsuitable to perform the Assignment, then the Client shall notify SENNIES in writing of that fact giving the grounds for its dissatisfaction with such an Agency Worker.
- 5.5. SENNIES or the Client may terminate an Assignment **provided** either party gives either (i) 24 hours' notice if terminating within first 2 weeks or (ii) after the first two weeks, 2 weeks' notice is provided to terminate the contract. The Client reserves the right to change its requirements at any time before the commencement of the Assignment without any liability of the Client to SENNIES whatsoever, save for the payment of Agency Worker Fees due and payable for services already performed. Such cancellation or amendment shall be effective immediately upon the giving by the Client of notice to SENNIES (which may be given by telephone, e-mail or in writing).

6. Payment

- 6.1. The Client will pay the Fees of SENNIES as notified to the Client at the commencement of the Assignment and as may be varied by SENNIES from time to time during the Assignment. The Fees are calculated according to the period of time worked by the Agency Worker. SENNIES shall charge VAT to the Client, at the prevailing rate, on all Fees.
- 6.2. At the end of each month of the Assignment the Client shall verify the execution of the hours or days worked by the Agency Worker by signature or other agreed method of approval of a timesheet or other form provided to the Client for this purpose. Such approval may be made electronically in a form agreed between the Parties. Failure to sign the timesheet does not

absolve the Client of its obligation to pay the Fees to SENNIES for the Services provided by the Agency Worker.

- 6.3. If the Client is unable to sign a timesheet (or other agreed method of verification of hours/days) produced for authentication by the Agency Worker because the Client disputes the amount of time claimed, then the Client shall notify SENNIES within two working days from presentation to the Client of the claimed hours/days for verification and shall co-operate fully and in a timely fashion with SENNIES to enable SENNIES to establish what periods of time, if any, the Agency Worker has worked.
- 6.4. The Fees are invoiced to the Client on a monthly basis in advance based on the confirmed minimum committed hours set out in the Client Brief and shall automatically be payable without deduction or set-off through the credit/debit card placed on account with SENNIES upon registration. The Clients shall pay any overtime recorded within each timesheet a month in arrear. Without prejudice to its other rights and remedies, SENNIES reserves the right to charge such costs and interest on Fees (or any part thereof) that are unpaid for more than 30 days in line with the Late Payment of Commercial Debts Regulations 2002. VAT will be charged on such costs and interest if applicable.
- 6.5. All Fees shall be invoiced and payable in pounds sterling. There are no refunds or rebates payable to the Client in respect of the Registration Fee, the Fees or the Introductory Fees unless this Agreement is terminated in which case SENNIES will repay any overpaid sums.
- 6.6. SENNIES assumes responsibility for payment of the Agency Worker through its chosen umbrella company, which shall not, for the avoidance of doubt, be conditional on receiving a signed timesheet (or other agreed method of verification of hours/days) from the Client for that Agency Worker.

7. Re-Engagement or Direct Engagement

- 7.1. If, during the Assignment or within 8 weeks following the termination of any Assignment or 14 weeks of the start of any period of work provided for the Client pursuant to the supply of that Agency Worker by SENNIES, whichever period ends later, the Client subsequently re-engages or directly Engages the Agency Worker, then either:
 - a) an Introductory Fee becomes payable in accordance with the scale detailed in clause 7.5 or 7.6 as applicable; or
 - b) the Client can choose to Engage the Agency Worker on the same terms and conditions and for the same Fees for a period of up to one year



("Extended Assignment"), and at the end of such Extended Assignment, the Client will be free to Engage the Agency Worker if the Client so wishes, without incurring any further Fees or Introductory Fee. For the avoidance of doubt, if the Client chooses an Extended Assignment but engages the Agency Worker before the end of the Extended Assignment, the Introductory Fee may be charged by SENNIES, reduced proportionately to reflect the Extended Assignment paid for by the Client.

- 7.2. If there was no Assignment but within 6 months following an Introduction, the Client Engages whether directly or indirectly, the Agency Worker, then either
- a) an Introductory Fee becomes payable in accordance with the scale detailed in clause 7.5 or 7.6 as applicable. No refund of the Introductory Fee will be paid if the Engagement subsequently terminates; or
 - b) the Client can choose to Engage the Agency Worker on the same terms and conditions and for the same Fees as are at that time payable for an Extended Assignment and at the end of such Extended Assignment, the Client will be free to Engage the Agency Worker if the Client so wishes, without incurring any further Fees or Introductory Fee. For the avoidance of doubt, if the Client chooses an Extended Assignment but engages the Agency Worker before the end of the Extended Assignment, the Introductory Fee may be charged by SENNIES, reduced proportionately to reflect the Extended Assignment paid for by the Client.
- 7.3. Introductions of Agency Workers are confidential. The disclosure by the Client to a third party of any details regarding an Agency Worker Introduced by SENNIES which results in an Engagement by that third party renders the Client liable to payment of an Introductory Fee in accordance with the scale detailed in clause 7.5 or 7.6 as applicable, in the following circumstances:
- a) where there has been no Assignment and the Engagement by the third party takes effect within 24 months of the Introduction; or
 - b) where there has been an Assignment and the Engagement by the third party takes effect within 12 weeks of the termination of the Assignment or 28 weeks of the start of any period of work provided for the Client pursuant to the supply of that Agency Worker by SENNIES, whichever period ends later.
- 7.4. No refund of the Introductory Fee will be paid if the Engagement subsequently terminates.
- 7.5. Where the Agency Worker is Engaged on an indefinite basis the Introductory Fee shall be a sum equal to a percentage of the annual Remuneration paid to the Agency Worker, on a sliding scale as follows:

Percentage	Annual Remuneration
20%	Up to £14,999
22.5%	£15,000 to £29,999
25%	£30,000 to £44,999
30%	Over £50,000

7.6. Where the Agency Worker is Engaged on a fixed-term basis, the Introductory Fee shall be a sum equal to a percentage of the annual Remuneration paid to the Agency Worker, on a sliding scale as follows:

Percentage	Annual Remuneration
25%	Up to £14,999
27.5%	£15,000 to £29,999
30%	Over £30,000

8. Obligations under AWR 2010

8.1. To enable SENNIES to comply with its obligations under the AWR 2010, the Client undertakes as soon as possible prior to commencement of each Assignment and during each Assignment (as appropriate) and at any time at SENNIES' request:

- a) to inform SENNIES of any Calendar Weeks in which the relevant Agency Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period and provide SENNIES with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details as reasonably requested by SENNIES;
- b) to inform SENNIES if the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment completed two or more Assignments with the Client;
- c) to provide SENNIES with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced, such basic working and employment conditions being the Relevant Terms;
- d) to inform SENNIES in writing of any variations in the Relevant Terms made at any time during the relevant Assignment after the Qualifying Period commenced.

- 8.2. The Client will comply with all SENNIIES' requests for information and any other requirements to enable SENNIIES to comply with the AWR 2010.
- 8.3. The Client undertakes to complete and return to SENNIIES as soon as possible and in any event prior to the start date of the Assignment, a copy of the Client Brief.
- 8.4. The Client undertakes to keep the Client Brief updated and will inform SENNIIES in writing immediately of any changes to the information contained within these forms.
- 8.5. The Client warrants that:
- a) all information and documentation supplied to SENNIIES in accordance with Clauses 5.1, 8.1 and 8.2 is complete, accurate and up to date; and
 - b)** it will, during the term of the relevant Assignment, immediately inform SENNIIES in writing of any subsequent change in any information or documentation provided in accordance with Clauses 5.1, 8.1 and 8.2.
- 8.6. Without prejudice to Clauses 8.7 and 7.2.b the Client shall inform SENNIIES in writing of any:
- a) oral or written complaint the Agency Worker makes to the Client which is or may be a complaint connected with rights under the AWR 2010; and
 - b) written request for information relating to the Relevant Terms that the Client receives from the Agency Worker

as soon as possible but no later than 5 Business Days from the day on which any such oral complaint is made to or written complaint or request is received by the Client and the Client will take such action and give such information and assistance as SENNIIES may request, and within any timeframe requested by SENNIIES, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the AWR 2010 and the Client will provide SENNIIES with a copy of any such written statement.

- 8.7. The Client shall inform SENNIIES in writing of any AWR Claim which comes to the notice of the Client as soon as possible but no later than 5 Business Days from the day on which any such AWR Claim comes to the notice of the Client.
- 8.8. The Client warrants that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.
- 8.9. The Client will assist SENNIIES in complying with SENNIIES' duties under the Working Time Regulations 1998 by supplying any relevant information about

the Assignment requested by SENNIES and the Client will not do anything to cause SENNIES to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of an Agency Worker for more than 48 hours in any week, the Client must notify SENNIES of this requirement before the commencement of that week. In addition, the Agency Worker shall be entitled to paid holiday under the Working Time Regulations 1998 and if applicable, under the AWR 2010, pro-rated to the length of the Assignment. The Client will allow the Agency Worker to take the holiday to which the Agency Worker is entitled during the Assignment. For the avoidance of doubt, SENNIES confirms that it shall make payment to the Agency Worker on behalf of the Client of any holiday pay to which the Agency Worker may be entitled under the Working Time Regulations 1998 and, where applicable, under the AWR 2010 during any holiday period, such holiday pay to be included as part of the Remuneration and included in the monthly invoice to the Client pursuant to Clause 6.1.

- 8.10. If during the Assignment the Agency Worker is not able to provide the Services owing to sickness or any other reason:
- a) SENNIES is under no obligation to provide a temporary replacement Agency Worker unless otherwise agreed in writing by the Client and SENNIES;
 - b) SENNIES shall not be responsible for any loss or damage the Client incurs as a result of such absence; and
 - c) SENNIES will notify or will procure that the Agency Worker will notify the Client as soon as possible once it becomes aware that the Agency Worker is unable to provide the Services due to sickness or any other reason.
- 8.11. SENNIES shall procure that payment is made via the umbrella company to the Agency Worker of any statutory sick pay to which the Agency Worker may be entitled on the basis that SENNIES will reclaim such statutory sick pay from the Client as part of the Fees invoiced to the Client pursuant to Clause 6.1.
- 8.12. If the Agency Worker becomes entitled to maternity leave and/or maternity pay during the Agreement:
- a) SENNIES shall not be responsible for any loss that the Client incurs as a result of such absence due to maternity leave and/or attendance at antenatal classes or medical appointments and;
 - b) the Client will be obliged to indemnify SENNIES in respect of any maternity pay that SENNIES is required to pay to the Agency Worker, and which the umbrella company acting on behalf of SENNIES is not able to reclaim from HM Revenue & Customs.

- 8.13. The Client will allow the Agency Worker to take paid time off to attend antenatal classes and medical appointments in accordance with AWR 2010.
- 8.14. The Client will inform SENNIES in writing of any health and safety issues at the place or places where the Agency Worker will be working which may pose particular concern to pregnant agency workers and/or which could result in an Assignment being terminated.
- 8.15.** If it is no longer suitable for an Agency Worker to carry out the Services during the Assignment due to health and safety concerns on pregnancy-related grounds, the Client will either:
- a) provide the Agency Worker with suitable alternative work which is both free of health and safety concerns relating to pregnancy and appropriate for the Agency Worker to do in her circumstances, for the duration of the Assignment, or if this is not known, the likely duration of the Assignment as agreed between the Client and SENNIES; or
 - b) if there is no suitable alternative work as set out in Clause a) above, the Agency Worker will not be required to provide services to the Client and the Client will fully indemnify SENNIES for the Remuneration for the remainder of the duration of the Assignment, or if this is not known, the likely duration of the Assignment as agreed between the Client and SENNIES.
- 8.16. In the circumstances set out in 8.15.a) and 8.15.b) above, the Remuneration shall be no less than the Remuneration which the Consultancy would have received if the Agency Worker had been able to continue with the work that she had been doing prior to the assignment services becoming unsuitable in accordance with Clause 8.15 above. In the case of Clause 8.15.a) the terms and conditions relating to the suitable alternative work shall be no less favourable than the Agency Worker's terms and conditions prior to the assignment services becoming unsuitable in accordance with Clause 8.15 above.
- 8.17. Where the Agency Worker has been provided with suitable alternative work in accordance with Clause 8.15.a) or the Agency Worker has stopped providing assignment services to the Client in accordance with Clause 8.15.b), and the Client wishes to terminate the Assignment, the Client will inform SENNIES in writing at least 5 Business Days before it terminates the Assignment and will fully indemnify SENNIES against any liability including any award, loss, fine, compensation, damages, order, settlement pay, costs (including legal fees) and or expenses incurred by SENNIES in connection with the Client terminating the Assignment.

- 8.18. The Client will fully indemnify SENNIIES against any liability including any award, loss, fine, compensation, damages, order, settlement pay, costs (including legal fees) and or expenses incurred by SENNIIES in connection with any claim (whether contractual, statutory or otherwise and including, but not limited, to personal injury and damage to property)
- a) by the Agency Worker;
 - b) by any third party;
 - c) arising out of the provision of the Services to the Client;
 - d) as a result of a material breach by the Client of this Agreement; and/or
 - e) if the Client terminates the Agreement other than in accordance with Clauses 9.2 or 9.3.
- 8.19. The Client undertakes that it will:
- a) not discriminate against the Agency Worker on the grounds of sex, race, disability, sexual orientation, religion or belief or age;
 - b) not arrange the Assignment in contravention of the anti-avoidance provisions of the AWR 2010;
 - c) not take any disciplinary action against the Agency Worker or deal with any grievance raised by the Agency Worker, without first
 - (i) notifying SENNIIES; and
 - (ii) agreeing with SENNIIES the appropriate way to deal with the disciplinary matter or grievance, as the case may be;
 - d) follow SENNIIES' disciplinary, dismissal and/or grievance procedure where requested to do so by SENNIIES;
 - e) inform SENNIIES immediately if the Agency Worker proves to be unsatisfactory for the purpose of the provision of the services, and agree an appropriate course of action with SENNIIES; and
 - f) process the information supplied by SENNIIES in respect of the Agency Worker in accordance with the Data Protection Act 2018 and use such information only for the purposes of:
 - (i) considering whether to offer the Engagement to the Agency Worker; and
 - (ii) the Engagement.
- 8.20. If the Agency Worker brings, or threatens to bring any AWR Claim, the Client undertakes to take such action and give such information and assistance as SENNIIES may request, and within any timeframe requested by SENNIIES and at

the Client's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

9. Termination

- 9.1. SENNIES will be entitled to terminate the Assignment at any time by notice with immediate effect if:
- a) the Agency Worker ceases to be entitled to work in the UK in accordance with the provisions of s.8 of the Asylum and Immigration Act 1996;
 - b) the Client wishes to employ the Agency Worker directly as an employee, worker or consultant of the Client and the Agency Worker enters into a contract of employment or engagement (whether verbal or written) with the Client;
 - c) SENNIES receives notice of termination of the Agency Worker's employment or engagement with SENNIES. If SENNIES does receive notice of termination from the Agency Worker, SENNIES will inform the Client immediately;
 - d) the Client is in material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within 10 Business Days of receipt of notice in writing to do so;
 - e) the Client has failed to pay an invoice within 7 days of receipt;
 - f) the Client suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; and/or
 - g) the Client becomes or is declared insolvent or bankrupt or convenes a meeting of or proposes to make any arrangement or composition with creditors or ceases or threatens to cease to carry on business.
- 9.2. The Client will be entitled to terminate the Agreement if SENNIES is in material breach of the Agreement.
- 9.3. Either party may be entitled to terminate this Agreement at any time by giving to the other 7 Business Days' written notice provided that the Client shall not be in breach of Clause 8.19 or Clause 5.5 in so doing. (
- 9.4. This Agreement will automatically terminate on the termination of the Assignment.
- 9.5. If the Agreement is terminated pursuant to Clauses 9.1, 9.3 or 9.4 SENNIES shall be entitled to be paid such part of the Fees in respect of the services rendered up to the date of such termination.

9.6. Whilst every effort is made by SENNIES to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Agency Workers and further to provide them in accordance with the Client's booking details, SENNIES is not liable for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker. For the avoidance of doubt, SENNIES does not exclude liability for death or personal injury arising from its own negligence.

9.7. Termination of this agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

10. **Data Protection**

10.1. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller, and SENNIES is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

10.2. SENNIES shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by SENNIES of its obligations under this agreement:

- a) 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;
- b) 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. Confidentiality

- 11.1. SENNIES only collects personal information for the legitimate business purpose of introducing childcare professionals and domestic/estate staff to Clients and finding positions for Agency Workers. 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.
- 11.2. Each party to this contract undertakes for the benefit of the other that he/she/it will not:
 - a) 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
 - b) 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.
- 11.3. 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 11. 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.
- 11.4. The obligations contained within Clause 11 shall survive termination of this agreement for a period of five years from the date of such termination.

12. Remedies and Waivers



- 12.1. A failure to exercise or delay in exercising any right, remedy or power provided under this Agreement or by law does not constitute a waiver of the right, remedy or power or a waiver of any other right, remedy, or power. No single or partial exercise of any right, remedy or power prevents any further exercise of it or the exercise of any other right, remedy, or power.
- 12.2. The rights, remedies and powers provided by this Agreement are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 12.3. Any waiver of a breach of any of the terms of this Agreement or of any default under this Agreement shall not be deemed a waiver of any other breach or default and shall not affect the other terms of this Agreement.

13. Severance

- 13.1. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction: -
 - a) the legality, validity, and enforceability in that jurisdiction of the remaining provisions shall be unaffected; and
 - b) the legality, validity, and enforceability in any other jurisdiction of that or any other provision shall be unaffected.
- 13.2. If any provision is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

14. Force Majeure

- 14.1. SENNIES shall not be liable for any failure to perform or any delay in performing (or for the consequences of any such failure or delay) any of its obligations under this Agreement if such failure or delay is due to any cause whatsoever beyond its reasonable control, and SENNIES shall be entitled to a reasonable extension of the time for performing such obligations.

15. Assignment

- 15.1. Neither party shall assign, or purport to assign, all or any part of the benefit of, or all or any of its rights under, this Agreement, nor sub-contract the performance of any or all of its obligations under this Agreement, in each case without the prior written consent of the other party.
- 15.2. Unless otherwise agreed in writing by a director of SENNIES these Terms shall constitute the entire agreement between the parties relating to their subject matter and no variation or alteration of these Terms shall be valid unless approved in writing by a director of SENNIES.
- 15.3. SENNIES and the Client acknowledge and agree that:



- a) in entering into this Agreement, they do not rely on, have not relied on, and shall have no remedy in respect of, any statement, representation, warranty or other provision (in any case whether oral or written, express or implied and whether negligently or innocently made) of any person (whether a party to this Agreement or not) which is not expressly set out in this Agreement; and
- b) nothing in this clause shall operate to limit or exclude any liability arising from any fraudulent or dishonest statement, act, or omission.

16. Governing Law and Jurisdiction

These Terms govern the supply of the Agency Worker's services by SENNIES to the Client and are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.