

Cedar Recruitment Ltd,

a company incorporated in England and Wales under company number 04665436 and whose office is at 2nd Floor, Newlands House, 40 Berners Street, London, W1T 3NA (“Cedar”);

Terms of Business

Supply of Contractor Services to Clients (Statement of Work)

1. Definitions

1.1 In these Terms -

“**Agency Worker**” means Representative who works temporarily for and under the supervision and direction of Client and/or End User;

“**Alternative Hire Period**” means the period agreed within Clause 9;

“**Assignment**” means the period during which Contractor renders the Services;

“**AWR**” means the Agency Workers Regulations 2010;

“**Client**” means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom Cedar supplies or Introduces Contractor;

“**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“**Contractor**” means the person, entity or company Introduced by Cedar to the Client including, but not limited to, any officer, member or employee of the Contractor if the Contractor is a limited company and members of Cedar’s own staff for the purposes of clause 3.6;

“**Contractor Schedule**” means the schedule provided by Cedar to the Client confirming the details relating to Services;

“**Data Controller**” means “controller” in accordance with the Data Protection Legislation;

“**Data Protection Legislation**” means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, privacy and electronic communications, including without limitation, (a) the Data Protection Act 2018; and (b) the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) (“UK GDPR”)

“**End User**” means the company with whom the Client has an agreement and who is the recipient of the Services;

“**Engagement**” means the engagement, employment or use of a Contractor by the Client, or by any third party to whom or to which Contractor was Introduced by the Client (whether with or without Cedar’s knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or through any other engagement directly or indirectly and “**Engages**” and “**Engaged**” will be construed accordingly;

“**Introduced**” means -

- a) The Client’s interview of a Contractor in person or by audio or visual means; or a
- b) meeting between the Client and Contractor to specify the Services in person or by audio or visual means; or
- c) the passing to the Client of information about the Contractor;

whichever is earlier and “**Introduces**” and “**Introduction**” will be construed accordingly;

“**Off-Payroll**” means amendments to Chapter 8; and Chapter 10, Part 2 of Income Tax (Earnings and Pensions) Act 2003;

“**Opted-Out**” means the notice given by the Contractor and/or the Representative in accordance with regulation 32(9) of the Conduct Regulations; “**Personal Data**” means as set out in, and will be interpreted in accordance with Data Protection Legislation;

“**Personal Data Breach**” means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Contractor;

“**Process**” means as set out in, and will be interpreted in accordance with Data Protection Legislation and “**Processed**” and “**Processing**” will be construed accordingly;

“**Qualifying Period**” means as defined within regulation 7 of the AWR;

“**Quarantine Period**” means the “relevant period” as set out within regulation 10(5) of the Conduct Regulations, or the period stated within the Contractor Schedule where the Contractor has Opted-Out of the Conduct Regulations;

“**Remuneration**” the full-time gross basic salary (including where the role is part-time) including any allowances or equivalent fees payable for the first year’s Engagement (actual or proposed) including 100% of guaranteed bonuses and 2/3rds of discretionary bonuses. The provision of a car is valued at £5,000 additional remuneration;

“**Representative**” means an employee, officer or representative of the Contractor, who renders the Services on behalf of the Contractor;

“**Services**” means the services to be performed by the Contractor pursuant to these Terms, as described in Contractor Schedule and includes SOW Services’

“**SOW Services**” means Statement of Work services, requiring the successful achievement of milestones, outputs and/or deliverables as set out in the Contractor Schedule;

“**Terms**” means these terms of business and will include any schedules, including the Contractor Schedule issued pursuant to these terms of business; and

“**Transfer Fee**” means the fee set out within the Schedule of Fees.

2. These Terms

2.1 These Terms are effective from date of issue to Client and supersede all previous terms of business issued by Employment Business in respect of the Supply of Contractor Services (Statement of Work). For the sake of clarity, these terms shall not supersede the Client Contract for the Introduction of Permanent and Fixed Term Contract Candidates or the Client Contract for the Supply of Services by a Limited Company or Temporary Candidate, where those terms have been issued.

2.2 These Terms will be deemed to be accepted by the Client and to apply by virtue of (a) the passing of information about a Contractor to the Client by Cedar or (b) an Introduction to the Client of, or the Engagement by the Client of, a Contractor or (c) any other written, expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not Contractor is Engaged by the Client for the same type of work as that for which the Introduction was originally affected.

2.3 These Terms contain the entire agreement between the parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous terms of business for the Supply of Contractor Services (Statement of Work), agreement or any purchase conditions put forward by Client.

2.4 For the purposes of these Terms, Cedar acts as an employment business as defined within the Conduct Regulations.

2.5 Where there is a conflict of provisions between the main body of these terms of business and the Contractor Schedule, the main body of these terms of business will take precedence save where expressly provided for within the clauses herein or agreed as a variation set out within the Contractor Schedule.

2.6 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.

2.7 Unless the context otherwise requires, references to the singular includes the plural and feminine includes masculine and vice versa.

2.8 Unless the context otherwise requires, references to the singular includes the plural and feminine includes masculine and vice versa.

3. Client Obligations

3.1 The Client agrees to, and where applicable will ensure the End User will, be responsible for providing the working environment for Contractor, save where such resources are to be provided by Contractor.

3.2 These Terms are personal to the Client and will not be assigned by it without the prior written consent of Cedar. For the avoidance of doubt, this restriction

includes any assignment to any subsidiary, associated company or member of the Client’s group.

3.3 The Client undertakes to provide Cedar with details of any specific health and safety risks in relation to the Services, together with details of any steps taken to prevent or control such risks.

3.4 The Client shall ensure the Contractor works in a safe environment in accordance with a safe system of work where it has responsibility for the working environment. The Client agrees to indemnify and keep indemnified Cedar from and against all loss or liability suffered or incurred by Cedar as a result of any claim by the Contractor and/or Representative arising out of any injury or damage to his/her person or property suffered in the course of performing the Services.

3.5 The Client undertakes to confirm in writing to Cedar -

1. the date upon which the Contractor is required to commence the provision of the Services;
2. the expected duration of the Assignment;
3. the nature of and/or specifics of the services required to be provided by the Contractor;
4. the location/s the Contractor is to deliver the Services;
5. details of any applicable End User;
6. any specific reporting requirements the Client expects of the Contractor;
7. any outputs or deliverables the Client expects from the Services;
8. any experience, training, qualifications, professional body authorisations that the Client, the law or professional body requires the Contractor to possess to provide the Services;
9. any expenses payable by or to the Contractor;
10. any site regulations, IT access/security/usage policies, health and safety procedures and any other procedures or policies the Client (or End User) requires the Contractor to adhere to and will provide copies of any such policies/procedure to Cedar;
11. any health and safety risks and any steps taken to address those risks; and
12. whether Off-Payroll applies to it.

3.6 The Client undertakes to notify Cedar immediately of its, or of an End User’s, intention to -

1. engage a Contractor Introduced by Cedar; or
2. extend an Assignment; or
3. otherwise Engage directly or indirectly a Contractor Introduced and/or supplied via Cedar.

3.7 Where the AWR applies to the Assignment, the Client warrants that it will, from the start of Assignment, provide the Agency Worker with -

1. information about relevant vacant posts with the Client, or End User where applicable; and
2. save where objectively justifiable, access to any and all collective facilities and amenities,

in the same manner as if the Agency Worker were a direct worker or employee of the Client, or End User where applicable.

- 3.8 Where the AWR applies to the Assignment, the Client agrees that it will, upon request from Cedar and without delay, provide accurate details relating to the working and employment conditions (as defined within regulation 5(2) and regulation 6 of the AWR), including but not limited to pay, entitlement to leave, benefits, overtime, hours of work of the Client's (or of End User's as is applicable) workers and/or employees who undertake the same or broadly similar work as that of the Agency Worker during Assignment.
- 3.9 Where the AWR applies to the Assignment and where applicable pursuant to information obtained under clause 3.8 above, the Client will, and where applicable will ensure that the End User will, apply the same or similar process as applied to assess Pay that is directly attributable to the amount or quality of the work done by Agency Worker. For the purposes of this clause "Pay" means as defined in regulation 6(2) of the AWR.
- 3.10 The Client undertakes and agrees to immediately notify Cedar where an Agency Worker has worked for the Client/End User in the same or similar role as the Assignment where, prior to the planned commencement of the Assignment, such role is within the Qualifying Period.
- 3.11 The Client warrants and undertakes that it will not, and where applicable will procure that the End User will not, seek to deny the Agency Worker's entitlement to rights under the AWR by virtue of the structure of assignments and shall at all times comply with regulation 9 of the AWR.
- 3.12 Where Off-Payroll applies to the Client or End User and the Services are in scope, the Client undertakes and agrees to assess the working practices of the Services to be provided during the Assignment and to issue Cedar with its status determination statement ("SDS") and the reasons for the decision in writing prior to the commencement of the Assignment and to comply with statutory requirements to notify Representative.
- 3.13 Where Off-Payroll applies to Client or End User, the Client undertakes and agrees to provide any information reasonably requested at any time by Cedar promptly in order to assist Cedar to comply with Off-Payroll.
- 3.14 The Client undertakes and agrees to notify Cedar in the event of changes to information provided under clauses 3.12 or 3.13 that occur during Assignment and reissue an SDS if working practices and conditions change.
- 3.15 The Client warrants and undertakes that all information it provides to Cedar under these Terms is true and accurate.
- 3.16 The Client warrants to comply with its statutory obligations to provide a status disagreement process and to use best endeavours to resolve status determination disagreements equitably and within

forty-five (45) calendar days, beginning with the day the disagreement representation is received.

- 3.17 The Client warrants to comply with its statutory obligation to, upon request by Cedar, confirm its size under Off-Payroll and to notify of a change in its size.
- 3.18 The Client undertakes and agrees to notify Cedar where the Client or End User is based wholly overseas as defined under Off-Payroll.
- 3.19 The Client undertakes not to Engage or seek to Engage any member of Cedar's staff. If any member of Cedar's staff nevertheless accepts an Engagement with the Client within three months of leaving Cedar's Engagement, the Client will pay an Introduction Fee to Cedar as if that member of staff had been Introduced to the Client by Cedar, calculated at the higher of 150% of the total earnings, salary, bonuses and commissions paid or payable in the previous 12 months or 150% of the total earnings, salary, bonus and commissions payable in the next 12 months based upon on-target-earnings as at the date of leaving Cedar. The Client acknowledges that this is not a penalty clause, and that this fee serves Cedar's legitimate interests as a genuine pre-estimate of loss in this situation.
- 3.20 The Client shall, where it has provided any resources to the Contractor, ensure that all such resources are returned to the Client on termination of an Assignment. The Client shall indemnify and hold harmless Cedar from any losses arising from a failure of the Client to secure the return of such resources on the termination of an Assignment.
- 4. Cedar's Obligations**
- 4.1 Cedar shall use reasonable endeavours to introduce Contractors to the Client who meet the Client's stated requirements.
- 4.2 Where Cedar and the Client have agreed that Cedar will supply the Client with the services of a Contractor, Cedar will give the Client a Contractor Schedule confirming the name of Contractor, the agreed pay rates/fees, charging mechanism, duration of Assignment, description of the Services, outputs, milestones and deliverables, if applicable, notice periods and any other relevant details communicated and agreed between the parties.
- 4.3 Cedar shall use reasonable endeavours to ensure the Contractor uses best endeavours to deliver the Services to the Client's reasonable and lawful specification.
- 4.4 Cedar shall use reasonable endeavours to ensure the Contractor enters into an agreement which procures the Contractor, in consideration of fees paid, (i) to assign to Cedar (for onward assignment to Client) or directly to Client (as directed by Client to Cedar), the Contractor's intellectual property rights of whatever nature and, if capable of registration, whether registered or not, in all documents or other material and data or other information and processes provided or created by the Contractor in the provision of the Services and (ii) to

procure the Representative's assignment on the same terms.

- 4.5 Cedar shall use reasonable endeavours to ensure the Contractor enters into an agreement which contains an obligation upon the Contractor to keep confidential all confidential information of the Client obtained during Assignment. For the purposes of this clause 4.5, confidential information is confidential if it is clearly marked confidential or if Client states it is confidential clearly in writing to the Contractor.

5. Charges/Fees

- 5.1 Client agrees to pay Cedar's charges as set out in the relevant Contractor Schedule which shall specify whether the charges are on a time and materials basis, a fixed price basis, or combination. Clauses 5.2 and 5.3 shall only apply to Services charged on a time and materials basis and clauses 5.5 and 5.6 shall only apply to SOW Services.
- 5.2 Signature by the Client or End User, of timesheets of hours worked or other verification of Services is confirmation of the Services provided and of satisfaction with the Services provided. Failure to sign/authorise the timesheet does not absolve the Client of its obligation to pay the charges for the Services provided by the Contractor.
- 5.3 If the Client is unable to sign a timesheet (or other agreed method of verification) produced for authentication by the Contractor because the Client disputes the amount of time claimed or Services provided, then the Client will notify Cedar within two (2) working days from the presentation to the client of the claimed work for verification and will co-operate fully and in a timely fashion with Cedar, including providing documentary evidence of the hours/days worked or Services provided by the Contractor, to enable Cedar to establish what periods of time, if any, the Contractor worked or verify Services provided.
- 5.4 Where Services are SOW Services, the Client will pay the total price to Cedar (without deduction or set-off) in instalments, as set out in the Contractor Schedule or on the Contractor achieving the corresponding milestone, output or deliverable, as evidenced by written verification by the Client. On an instalment falling due, Cedar shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT where appropriate.
- 5.5 There are no refunds or rebates payable by Cedar to Client (or, for the avoidance of doubt, End User) in respect of Cedar's charges.
- 5.6 The Client agrees to pay Cedar all reasonable business expenses incurred by the Contractor in the provision of the Services as agreed within Contractor Schedule.
- 5.7 In the event notification in accordance with 3.12 is provided to Cedar after the commencement of an Assignment or in the event of information provided in accordance with clauses 3.13 and 3.14, the Client agrees

and accepts that Cedar is entitled to vary its charge to the Client in order to comply with Off-Payroll.

- 5.8 VAT, where applicable, will be payable in addition to charges/fees.
- 5.9 The Client acknowledges and agrees that Cedar may, upon notice, increase the charge rate set out in the relevant Contractor Schedule in order to comply with the AWR or with Off-Payroll, including where applicable, back-dated charges arising from the date when such changes became applicable
- 5.10 The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Cedar under these Terms.

6. Invoices

- 6.1 Cedar will raise invoices for the Services weekly (unless otherwise specified in the Contractor Schedule). The Client agrees to pay such invoices within thirty (30) days of the date of the invoice.
- 6.2 The Client must notify Cedar in writing within five (5) days of any amount the Client disputes and the reason. The invoice will remain payable in full unless Cedar agrees to a credit or correction, in its sole discretion.
- 6.3 Cedar reserves the right to charge interest on invoiced amounts overdue at 8% per annum, both before and after judgement.

7. Termination of Assignments

- 7.1 The Client may instruct Cedar, in writing, to terminate the Services of the Contractor immediately in the event of non-performance or misconduct by the Contractor, provided that the Client provides detailed, written confirmation of the non-performance and/or misconduct.
- 7.2 Cedar may end any Assignment immediately by giving the Client notice in writing if Client is in material breach of these Terms.
- 7.3 Either party may terminate an Assignment prior to the end of Assignment by giving not less than 4 weeks' notice in writing, or such other period of notice as agreed and set out in the relevant the Contractor Schedule.
- 7.4 When notice of termination of Assignment is served by the Client, payment of the notice period will be based on the specified hours/days agreed in Contractor Schedule or actual hours worked, whichever the greater. The Client agrees to make payment in accordance with clause 6 above irrespective of whether or not the Contractor continues to provide the Services during this notice period.
- 7.5 In any event of termination of the Assignment pursuant to clause 7.1 above, Cedar shall use reasonable endeavours to provide an alternative Contractor within fourteen (14) days that in the reasonable opinion of Employment Business is suitable to provide the Services.

- 7.6 These Terms may be terminated by either party by giving to the other immediate notice in the event that either Cedar or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where Cedar has reasonable grounds to believe the Client will not pay Cedar's invoice within the payment terms agreed within clause 6.1.
- 7.7 Save for when the Representative is an Agency Worker, the Contractor may substitute the Representative. For the avoidance of doubt, the Contractor, to adhere to its agreement with Cedar, must ensure:
- Services remain as detailed in the Contractor Schedule;
 - the proposed substitute passes all relevant security checks; and
 - no delay or reduction in quality occurs due to the lack of technical or Client specific knowledge held by the substitute.
- 7.8 Cedar may, at its absolute discretion and at any time, terminate an Assignment upon immediate notice where in the opinion of Cedar, the Contractor is no longer suitable to provide the Services.
- 7.9 Following termination (howsoever arising) of these Terms, the provisions contained within clauses 1, 2, 3.6, 3.8, 3.9,, 5.5, 5.6, 5.10, 6, 8, 9, 10, 11, 12, 13, 14 and 15 will continue in full force and effect.
- 8. Engagement of Representatives by the Client or Third Parties**
- 8.1 Subject to clause 9.1, the Client agrees that when the Client or End User Engages a Contractor, other than through Cedar, either during Assignment or within the Quarantine Period, the Client agrees to notify Cedar of that Engagement and accepts liability to pay Transfer Fee irrespective of the planned duration of the Engagement. No refund of the Transfer Fee will be paid in the event the Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 8.2 Subject to clause 9.2, where there has been an Introduction of a Contractor to the Client which does not immediately result in the supply of the services of that Contractor by Cedar, but which later leads to an Engagement of the Contractor by the Client or the End User (howsoever arising) within 12 months from the date of Introduction, the Client agrees to notify Cedar of that Engagement and agrees to pay the Transfer Fee in accordance with clause 8.1 above. VAT, where applicable, is payable in addition to any fee due.
- 8.3 Cedar will raise invoices for Transfer Fees upon commencement of an Engagement and the Client shall the invoices within thirty (30) days of the date of invoice.
- 8.4 All Introductions are confidential. If the Client passes details of a Contractor to any third party (including, for the avoidance of doubt, the End User) resulting in the Engagement of that Contractor, the Client agrees to pay the Transfer Fee. VAT, where applicable, is payable in addition to any fee due.
- 8.5 The Client acknowledges and agrees that where it (or the End User or Third Party) fails to notify Cedar of the actual Remuneration for an Engagement before commencement of that Engagement, Cedar may, at its absolute discretion, give notice as to its assessment of the value of the Remuneration. Unless the Client, End User or Third Party gives Cedar full details of the Remuneration within 1 week of such notice, Cedar's assessment of the Remuneration shall be binding for the purposes of determining the Transfer Fee. Where the Transfer Fee is calculated by reference to Cedar's assessment of the Remuneration, the Transfer Fee shall be calculated according to the Schedule of Fees and shall not include any discount or Transfer Fee reduction previously offered.
- 8.6 For the avoidance of doubt, no refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.
- 9. Alternative Hire Period**
- 9.1 As an alternative to the Transfer Fee in clause 8.1 the Client may elect, by providing Cedar 7 days notice, to require Cedar to supply the services of the Contractor or Representative to the Client for a further period of 26 weeks, during which period Client will pay the charges agreed pursuant to clause 5.1 above.
- 9.2 Where the Conduct Regulations apply, as an alternative to the Transfer Fee agreed in clause 8.2, the Client may provide Cedar with 7 days written notice to require Cedar to supply the services of the Contractor to Client for the Alternative Hire Period agreed in clause 9.1, during which period the Client agrees to pay the charges agreed pursuant to clause 5.1.
- 9.3 Upon completion of the entire duration of Alternative Hire Period and the payment in full of invoices relating thereto, the Client may engage with Contractor directly or indirectly without any additional payment to Cedar.
- 9.4 Where the Client does not give such notice as required within clauses 9.1 and 9.2 above before the Contractor is Engaged, the Client acknowledges and agrees that the Transfer Fee will become due in full to Cedar.
- 9.5 Pursuant to clauses 9.1 and 9.2 above, a Contractor Schedule will be issued by Cedar and these Terms will continue in full force and effect during the Alternative Hire Period.
- 9.6 In the event the Contractor ceases to provide services for whatever reason during the Alternative Hire Period, the Client acknowledges and agrees that the Transfer Fee will become due, minus the portion directly relating to the Cedar's margin Cedar paid by the Client to Cedar during the period of the Alternative Hire Period that the Contractor completed.
- 9.7 For the avoidance of doubt, there will be no refund of any fees or charges paid by the Client to Cedar in

relation to the Alternative Hire Period and/or Transfer Fee.

10. Data Protection

10.1 For the purpose of clause 10, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” will have the meanings prescribed under the Data Protection Legislation.

10.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, they are both Data Controllers in common with each other, and will be Data Processors in their own right. The clauses below set out the relevant particulars of the Processing as required by the Data Protection Legislation

10.3 The subject matter of Data Processing is to Process Contractor or Representative Personal Data as is necessary to receive the Services pursuant to the Agreement.

10.4 The nature and purpose of the Data Processing is to provide the recruitment services pursuant to the Agreement

10.5 The category of Data Subjects is Contractors, Representatives and any other individuals Introduced pursuant to the Agreement.

10.6 The type of Personal Data will include a Contractor’s and Representative’s First and last name, Contact information (email, phone, and address), ID data, professional life data, and Personal life data (including residency and immigration status)

10.7 The Client shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this Agreement:

1. Process that Personal Data only on the written instructions of Cedar unless required to do otherwise by applicable law. In that event, the Client will inform Cedar of such legal requirement before Processing the Personal Data other than in accordance with Cedar’s documented instructions, unless that same law prohibits the Client from doing so on important grounds of public interest;
2. ensure that any natural person acting under the authority of the Client who has access to the Personal Data does not Process it except on the instructions of Cedar, unless required to do otherwise under applicable law;
3. ensure that it has in place industry leading security for the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage; and implement industry leading technical and organisational measures, subject to review and approval by Cedar, to ensure a level of security appropriate to the risk of harm that might result from, unauthorised or unlawful Processing, accidental or unlawful loss, destruction or alteration, unauthorised (or disclosure of) access or damage to Personal Data taking into account:

10.7.3.1. the nature, scope, context and purposes of the Processing of the Personal Data to be protected,

10.7.3.2. the state of the art in technological developments in information security; and

10.7.3.3. the cost of implementing any measures

10.7.3.4. And the Client will include, as a minimum, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;

4. ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
5. immediately inform Cedar if it considers that any of Cedar’s instructions infringe the Data Protection Legislation;
6. not transfer any Personal Data outside of the European Economic Area or any other territory in which the European Commission has decided that the third country ensures an adequate level of protection. In which case, the Client will comply with any safeguards put in place by Cedar to protect the Personal Data. The Client will also ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;
7. notify Cedar without undue delay on becoming aware of a Personal Data breach, which will include without limitation if any Personal Data is lost, stolen, destroyed, damaged or corrupted; or where there is an unauthorised or accidental disclosure of such Personal Data;
8. notify Cedar immediately if it receives any complaint, notice or communication that relates to the Processing of the Personal Data (including without limitation any Data Subject requests) and/or to either Party’s compliance with the Data Protection Legislation;
9. at the written direction of Cedar, and automatically on the termination of the Agreement or the earlier termination of any Assignment, delete or return Personal Data and copies thereof to Cedar unless required by applicable law to store the Personal Data; provided always that if the Client Engages a Contractor or Representative, then such Personal

Data may be retained for each such Data Subject until such Engagement has been completed;

10. maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and make available such records and any other information necessary to demonstrate compliance with its obligations as a Data Processor under the Data Protection Legislation, and allow for and contribute to audits by Cedar or Cedar's designated auditor or data supervisory authority on reasonable notice; and,
11. assist and co-operate with Cedar as necessary and reasonable, 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. The Client will be solely responsible for its own costs in complying with this provision.
- 10.8 Cedar does not consent to the Client appointing any third party processor of Personal Data under the Agreement.
- 10.9 Cedar warrants that the Contractor, the Representative and any substitute has provided his formal consent under the Data Protection Legislation to the storage, processing and transmission of his Personal Data by Cedar only for purposes relating to any actual or potential Assignment, whether within or outside the EU.
- 10.10 Cedar will use its best endeavours to ensure that the Contractor, the Representative and any substitute will comply with the Data Protection Legislation.
- 10.11 The Client will indemnify Cedar against all loss, liability, damages, costs, third party claims, fees and reasonable incurred expenses which Cedar and/or any of its Contractors or Representatives may incur or suffer by reason of any breach of this Clause 10 or the Data Protection Legislation by the Client, save where the Client is acting at the direct instruction of Cedar. This indemnity will only apply to the extent that such losses, liability, damages, costs, claims, fees and expenses are not materially contributed to by Cedar.
- 11. Liability**
- 11.1 Cedar shall use reasonable endeavours to ensure Contractor has the required standard of skill, integrity and reliability; nevertheless, Cedar is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of the Contractor, Representative or substitute to perform the Services nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill of the Contractor, Representative or substitute howsoever arising.
- 11.2 All Contractors are engaged under contracts for services. They are not the employees of Cedar.

- 11.3 The Client will comply, and will procure that the End User will comply, in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate public liability insurance in respect of the Contractor where appropriate. The Client agrees to allow and reasonably assist Cedar in complying with its legal obligations to provide resourcing services.
- 11.4 Cedar is providing resourcing services comprising of sourcing, introduction of a Contractor and payment of fees to the Contractor in relation to Services and accordingly, Cedar does not accept any liability, howsoever arising, for the quality of services provided by the Contractor, save for death or personal injury caused by Cedar's direct negligence.
- 11.5 Save where required by law, the parties hereto are not liable for -
1. any loss of profits, loss of business, loss of revenue, depletion of goodwill, pure economic loss, loss of anticipated savings, damages, charges, expenses and/or similar losses; or
 2. any special, indirect or consequential losses;
- 11.6 Save as required by law, the sole aggregate liability of Cedar to the Client arising in connection with these Terms will be limited to ten thousand pound sterling £10,000.
- 12. Indemnity**
- 12.1 The Client agrees to indemnify and keep indemnified Cedar against any costs, claims and liabilities (including those under statute) incurred directly or indirectly by Cedar arising out of or in connection with these Terms including (without limitation) as a result of:
1. any breach of these Terms by the Client (including its employees, subcontractors and agents);
 2. any breach by the Client, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity); and
 3. application of Off-Payroll including an incorrect SDS issued by the Client and/or treatment of the Contractor categorised under Assignment as outside IR35, which treatment by the Client causes or contributes to HMRC classifying the Contractor as a deemed employee pursuant to Off-Payroll.
- 13. General**
- 13.1 Cedar is not liable for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.
- 13.2 Any failure by Cedar to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 13.3 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise

unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.

- 13.4 No provision of these Terms will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.
- 13.5 . These Terms may be modified or amended by Cedar on provision of notice to the Client.
- 13.6 A reference to a statute or a provision of a statute or enactment is a reference to that statute or provision as amended or re-enacted at the relevant time.

14. Notices

- 14.1 A notice required or permitted to be given by either party to the other under the Terms shall be in writing addressed to that other party at its registered office or principal place of business.

15. Governing Law

- 15.1 These Terms shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule of Fees**Base salary Levels up to £39,999****25%****Base salary Levels from £40,000 to £59,999****27.5%****Base salary Levels of £60,000 and over****30%**

Contractor Schedule

This Contractor Schedule is subject to the main body of the Standard Terms of Business Supply of Contractor Services to Clients. In the event of conflict between the main body of the terms of business and this Contractor Schedule, the main body of the terms of business will apply save where expressly provided for within the main body of the terms of business or where a variation is agreed by both parties below.

Client Information	
Client Company Name	
Client Company Registration Number	
Location/s where Services are to be delivered	
Invoicing Address	
Contractor Services Information	
Name of Contractor/Representative	
Description of the Services	
Off-Payroll status of Assignment	Outside IR35.
Start of Assignment	
End of Assignment (or estimate)	
Specific hours/days/time keeping requirements	
Notice period for Client to terminate Assignment	
Notice period for Employment Business to terminate Assignment	
Contractor Opted-Out	No
Quarantine Period for Opted-Out Contractors	12 months from the end (howsoever arising) of Assignment
Charges Information Time and Material	
Employment Business Charge – standard hours	£
General Information	
Terms and Conditions applicable	Standard Terms of Business Supply of Contractor Services to Clients (Cedar Terms and Conditions of Business – Statement of Work v1 – Final 20230426)
SOW Services	Yes
Agreed variations to Terms and Conditions	No variations agreed

SOW Services	
Summary of Consultancy Required and Expected Outputs	
Deliverables	
Charges	<p>Charges</p> <p>£ per day + VAT</p> <p>Billing Mechanism and Frequency of Instalments</p> <p>Time,</p> <p>Payment Schedule</p> <p>Monthly</p>

<p>Change Control</p>	<p>The Client's Key Contact and the Employment Business' Key Contact shall meet as required and set out in the Consultancy Schedule to discuss matters relating to the SOW Services. The Employment Business may ask the Contractor Key Contact to attend with it or in its place. If either party wishes to change the scope or execution of the SOW Services, it shall submit details of the requested change to the other in writing.</p> <p>If either party requests a change to the scope or execution of the SOW Services, the Employment Business shall, following consultation with the Contractor and Client, within a reasonable time, provide a written estimate to the Client of:</p> <ul style="list-style-type: none"> the likely time required to implement the change; any necessary variations to the charges arising from the change; the likely effect of the change on the Contractor Schedule; and any other impact of the change on these Terms. <p>If the Client wishes the Employment Business to proceed with the change, the Employment Business has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the SOW Services, and any other relevant terms of this agreement to take account of the change and these Terms has been varied.</p> <p>Notwithstanding the above in this Change Control section, the Employment Business may, from time to time and without notice, change the SOW Services in order to comply with any applicable statutory requirements, provided that such changes do not materially affect the nature or scope of the SOW Services and, where practicable, it will give the Client at least one week's notice of any change.</p> <p>The Employment Business may charge for the time it spends assessing a request for change from the Client on a time and materials basis.</p>
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