



Advantage Angels Terms and Conditions for the supply of Temporary Workers (Bank*)

These Terms and Conditions for the Supply of Temporary Worker (Bank*) apply between Advantage Angels Limited and any Client (as defined below).

These terms are effective from 9th August 2021 and supersede all previous terms and conditions. All Temporary Worker (Bank*) (as defined below) are introduced and/or supplied by Advantage Angels Limited to the Client upon these terms.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 DEFINITIONS

Assignment: has the meaning given in Clause 3 (Client's obligations).

AWR 2010: the Agency Workers Regulations 2010 (SI 2010/93).

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Client: the person, firm, or corporate body together with any subsidiary or associated person, firm, or corporate body (as the case maybe) to whom the Temporary Worker (Bank*) is introduced.

Conduct Regulations 2003: the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319).

Engage: the employment of a Temporary Worker (Bank*) or engagement directly or indirectly through any employment business other than through Advantage Angels (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment to the Client and the terms Engaged or Engagement shall be construed accordingly.

Extended Assignment: has the meaning given in Clause 4.2.

Indemnity: has the meaning given in Clause 10.5 and Indemnified and Indemnifies shall be construed accordingly.

Introduce: the provision to the Client of information by Advantage Angels which identifies the Temporary Worker (Bank*) and Introduction and Introduced shall be construed accordingly.

Introduction Date: the date Advantage Angels Introduces the Temporary Worker (Bank*) to the Client in accordance with Clause 2 (Advantage Angels obligations).

Introduction Fee: has the meaning given in Clause 4.1.

Advantage Angels: **The Captains House, 83 Grimwade Street, Ipswich IP4 1LN**



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Other Qualifying Payments: any remuneration payable to the Temporary Worker (Bank*) (other than their basic hourly rate), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker (Bank*) and are not linked to a financial participation scheme (as defined by the AWR 2010).

All deemed workers will only be paid upon producing a signed time sheet. Advantage Angels Limited reserves the right to enforce the paid when paid clause that is themselves as a company are contracted to if it is part of their end users and clients' own terms and conditions

Qualifying Period: means the 12-week qualifying period as defined in regulation 7 of the AWR 2010, subject to regulations 8 and 9 of the AWR 2010.

Qualifying Temporary Worker: any Temporary Worker (Bank*) 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 Advantage Angels or any third party) for the Qualifying Period and in respect of whom Advantage Angels has complied with its obligations under Clause 2 (Advantage Angels obligations).

Relevant Period: within the later of 14 weeks of the start of the first Assignment or 8 weeks of the end of an Assignment, as defined in regulation 10(5) and (6) of the Conduct Regulations 2003.

Relevant Terms and Conditions: the relevant terms and conditions for any particular Qualifying Temporary Worker (Bank*) as defined in regulation 6 of the AWR 2010.

Screen: carry out pre-vetting checks to the level and criteria as established by Advantage Angels standard practices and Screening shall be construed accordingly.

Temporary Worker: a Worker Introduced and supplied by Advantage Angels to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010.

Temporary Worker (Bank*) Fees: has the meaning given in Clause 7.1. Territory: the United Kingdom.

Unsatisfactory Temporary Worker: has the meaning given in Clause 6.1.

Valid Opt-Out: means written notification from a company Worker and the individual provided by that company Worker in accordance with regulation 32(9) of the Conduct Regulations 2003, as amended from time to time. VAT: value added tax chargeable in the UK.

Vulnerable Person: has the meaning given in regulation 2 of the Conduct Regulations 2003, namely any person who by reason of age, infirmity, illness, disability or any other



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circumstance is in need of care or attention and includes any person under the age of eighteen.

Worker: an individual worker, or a worker that is a company or other legal entity, as the case may be including any of Advantage Angels own employees, workers or agency staff.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

1.5 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to writing or written includes fax and email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.10 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ADVANTAGE ANGELS'S OBLIGATIONS

2.1 These terms set out the agreement between Advantage Angels and the Client for the supply of Temporary Worker (Bank*) by Advantage Angels to the Client. For the purposes of the Conduct Regulations 2003, Advantage Angels acts as an employment business in relation to the Introduction and supply of Temporary Worker (Bank*) pursuant to this agreement.



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2.2 Upon request by the Client, Advantage Angels agrees to search, in the Territory and within such timeframe as the Client may specify, for Workers for the Client as Temporary Workers.

2.3 Advantage Angels shall Screen Workers before Introducing them to the Client and shall Introduce to the Client only Workers who meet the minimum criteria for the position stipulated by the Client in accordance with Clause 3. Advantage Angels shall Introduce only Workers who have the right to work in the Territory and, in particular, Advantage Angels shall comply with the Immigration Asylum and Nationality Act 2006, the Immigration Act 2016 and other relevant UK legislation or equivalent legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.

2.4 Where a Worker is required by law or any professional body to have any qualifications, authorisations, or certification to work on the Assignment or the Assignment involves working with any Vulnerable Persons, Advantage Angels shall take reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations or certification and two references. Advantage Angels shall also take all reasonably practicable steps to confirm that the Worker is suitable for the Assignment. If Advantage Angels is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to obtain the necessary information.

2.5 Prior to the commencement of the Assignment, Advantage Angels shall send the Client written confirmation of:

- (a) the identity of the Temporary Worker.
- (b) the Temporary Worker's experience, training, qualifications, and authorisations necessary for the Assignment; and
- (c) the Temporary Worker's willingness to carry out the Assignment.

2.6 Advantage Angels shall be responsible for any deduction and payment of all tax, National Insurance contributions and other levies in respect of persons employed by Advantage Angels or Temporary Workers.

2.7 Advantage Angels shall, where relevant, inform the Client whether it holds a Valid Opt-Out for each Temporary Worker (Bank*) whom it Introduces to the Client.

2.8 Any changes agreed to the services, remuneration or any other aspect of this agreement shall be of no effect unless confirmed in writing.

3. CLIENT'S OBLIGATIONS



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When making a request for the provision of a Temporary Worker (Bank*) to perform certain services (Assignment), the Client will give Advantage Angels details of:

(a) the date on which the Client requires the Temporary Worker (Bank*) to commence work and the duration, or likely duration, of the work.

(b) the position which the Client seeks to fill, including the type of work the Temporary Worker (Bank*) in that position would be required to do, the location at which, and the hours during which, the Temporary Worker (Bank*) 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 Temporary Worker (Bank*) to possess in order to work in the position.

(d) any expenses payable by or to the Worker; and

(e) any information reasonably required by Advantage Angels in order for Advantage Angels to fulfil its obligations under the AWR 2010.

3.1 The Client shall not alter the location/venue at which the Temporary Worker (Bank*) provides services under an Assignment without the prior written consent of Advantage Angels.

4. TEMPORARY TO PERMANENT

4.1 If, following the supply of a Temporary Worker (Bank*) by Advantage Angels to the Client within the Relevant Period, the Client Engages the Temporary Worker, the Client will pay Advantage Angels the Introduction Fee at the rate of 15% of the Temporary Worker's new proposed annual salary.

4.2 The Introduction Fee will not be payable if the Client gives written notice to Advantage Angels at least 4 weeks before the end of the Relevant Period that it intends to continue the hire of the Temporary Worker (Bank*) (Bank*) for a further period of 6 weeks (Extended Assignment) before it Engages the Temporary Worker (Bank*) (Bank*) other than through Advantage Angels.

4.3 If after 6 months the Client wishes to Engage the Temporary Worker (Bank*) (Bank*) other than via the Advantage Angels, without liability to pay a Transfer Fee the Client may, on giving one week's or such notice as agreed between the parties written notice to Advantage Angels, engage the Temporary Worker (Bank*) for the Extended Hire Period.



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4.4 Where the Client decides (in accordance with Clause 4.2) to have the Temporary Worker (Bank*) supplied by Advantage Angels for the Extended

Assignment:

(a) the Temporary Worker (Bank*) Fees payable by the Client during the Extended Assignment shall be those applicable immediately before Advantage Angels received the Client's notice of election.

(b) at the end of the Extended Assignment, the Client may Engage the Temporary Worker (Bank*) without paying the Introduction Fee; and

(c) if the Client chooses an Extended Assignment but engages the Temporary Worker (Bank*) before the end of the Extended Assignment, the

Introduction Fee may be charged by Advantage Angels.

5. TEMPORARY TO TEMPORARY (THIRD PARTY)

5.1 The Client shall be liable to pay an Introduction Fee if the Client Engages the Temporary Worker (Bank*) Introduced by Advantage Angels other than via Advantage Angels, or Introduces the Temporary Worker (Bank*) to a third party and such Introduction results in an Engagement of the Temporary Worker (Bank*) other than via Advantage Angels and:

where the Temporary Worker (Bank*) has been supplied by Advantage Angels, such Engagement takes place during the Assignment or within the Relevant Period; or

where the Temporary Worker (Bank*) has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Client.

5.2 The Introduction Fee shall be calculated at the rate of 15% of the Temporary Worker's new proposed annual salary / remuneration applicable during the first 12 months of Engagement. If the actual amount of remuneration is not known or cannot be evidenced to Advantage Angels' reasonable satisfaction, the hourly payment rate multiplied by 200 shall be applied.

6. UNSATISFACTORY TEMPORARY WORKER (Bank*)

6.1 The Client undertakes to supervise the Temporary Worker (Bank*) to ensure the Client's satisfaction with the Temporary Worker's standard of work. If the Client believes that a Temporary Worker (Bank*) is unsuitable to perform the Assignment (an Unsatisfactory Temporary Worker), then the Client shall notify Advantage Angels



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in writing immediately of that fact giving reasonable grounds for its dissatisfaction with the Unsatisfactory Temporary Worker.

6.2 The Client may terminate the Assignment by instructing the Unsatisfactory Temporary Worker (Bank*) to leave the Assignment immediately and notifying Advantage Angels immediately, or by directing Advantage Angels immediately to remove the Unsatisfactory Temporary Worker. In such circumstances, Advantage Angels may reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates before the end of the first day of the Assignment or within two hours of the start of the Assignment if the Temporary Worker (Bank*) is to be used for less than 12 hours in any one week.

6.3 Advantage Angels or the Client may terminate an Assignment at any time in writing. If the Client wishes to terminate an Assignment, it must either:

(i) if the Assignment is for a period of more than 2 weeks, give Advantage Angels 1 weeks' notice of the termination (and the Client shall continue to make payment to Advantage Angels for work undertaken during the 1 week notice period in accordance with the agreed terms for the Assignment).

(ii) if the Assignment is for less than 1 week, give Advantage Angels no less than 48 hours' notice of the termination and make full payment of the Temporary Worker (Bank*) Fees which would have been payable to Advantage Angels had the Assignment continued for its agreed duration; and/or wishes to temporarily suspend the Assignment for a period of less than 5 days, it may do so on written notice to Advantage Angels subject to payment of a sum equal to 16 times the relevant Temporary Worker's hourly rate.

6.4 Where an Assignment is terminated or suspended under Clause 6.3, the Client remains responsible for the payment of Temporary Worker (Bank*) Fees due and payable by the Client for services already performed.

6.5 Advantage Angels shall notify the Client if it reasonably believes that any Temporary Worker (Bank*) is unsuitable for the Assignment.

7. FEES AND VAT

7.1 The Client will pay Advantage Angels Temporary Worker (Bank*) Fees in respect of Temporary Worker (Bank*) in accordance with the scale of charges advised to the Client at the time of booking. The Temporary Worker (Bank*) Fees comprise the Temporary Worker's pay and holiday pay and include Advantage Angels commission and employer's National Insurance contributions. The following conditions apply to the Temporary Worker (Bank*) Fees:



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they are calculated according to the number of hours worked by the Temporary Worker (Bank*) (to the nearest quarter hour).

(b) the Client shall during the Assignment sign a time sheet verifying the number of hours worked by the Temporary Worker (Bank*) during a particular week. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker (Bank*) because the Client disputes the hours claimed, the Client shall inform Advantage Angels immediately and shall co-operate fully and in a timely fashion with Advantage Angels to enable Advantage Angels to establish what hours, if any, were worked by the Temporary Worker.

Failure to sign the time sheet does not absolve the Client of its obligation to pay the Temporary Worker (Bank*) Fees in respect of the hours actually worked.

(c) the Client acknowledges that it shall not decline to sign a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable or unsatisfactory work the provisions of Clause 6.2 shall apply.

(d) Advantage Angels shall submit all invoices together with the applicable signed time sheets verifying the number of hours worked by the Temporary Worker.

(e) Advantage Angels shall invoice the Client weekly in arrears and invoices are payable within 14 days of receipt. No fee is incurred by the Client until the Temporary Worker (Bank*) has commenced the Assignment.

(f) the Client shall not be required to pay Temporary Worker (Bank*) Fees for any absences (for whatever reason) of a Temporary Worker; and

(g) Advantage Angels shall not withhold any payment due to a Temporary Worker (Bank*) because of any failure by the Client to pay the Employment Business.

7.2 If the Client fails to make a payment due to Advantage Angels under this agreement by the due date, then Advantage Angels may, without prejudice to its other rights, suspend the services of Temporary Worker (Bank*) to the Client, and the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% per calendar month.

8. SURVIVAL

8.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.



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

9. ANNOUNCEMENTS

Neither party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10. INDEMNITIES AND INSURANCE

10.1 Temporary Worker (Bank*) are not the employees of Advantage Angels but are deemed to be under the supervision, direction, and control of the Client from the time they report to take up duties and for the duration of the Assignment. Whilst every effort is made by Advantage Angels to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Worker (Bank*) and further provide them in accordance with the Client's booking details. Advantage Angels is not liable for any loss, expense, damage, or delays arising from any failure to provide any Temporary Worker (Bank*) for all or part of the Assignment or from the negligence, dishonesty, misconduct, or lack of skill of the Temporary Worker. For the avoidance of doubt, Advantage Angels does not exclude liability for death or personal injury arising from its own negligence.

10.2 The Client agrees to be responsible for all acts, errors, or omissions of the Temporary Worker (Bank*) whether wilful, negligent, or otherwise. The Client shall be responsible for ensuring that the Temporary Worker's ability, qualifications and skills are adequate to operate any equipment, machinery and/or vehicles that the Temporary Worker (Bank*) may be called upon to operate and the Client will be solely responsible for any liability whatsoever which may arise from the Temporary Worker's performance of their duties as established by the Client.



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10.3 The Client shall be responsible for ensuring its own compliance in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations and health and safety legislation, including, in particular, the provision of employer's and public liability Insurance for the Temporary Worker (Bank*) during all Assignments. The Client shall be responsible for ensuring Temporary Worker (Bank*) comply with:

(a) relevant statutes, laws, regulations, and codes of practice from time to time in force applicable to the performance of an Assignment and applicable to the Client's business; and

(b) the Client's health and safety policy and other policies whilst the Temporary Worker (Bank*) are on the Client's premises or any of the Client's customers' or suppliers' or agents' (direct or indirect) premises.

10.5 The Client shall indemnify Advantage Angels, and to the extent required from time to time by Advantage Angels, its officers, agents and employees, against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) (Indemnify) suffered or incurred by Advantage Angels arising out of or in connection with the Client's negligence, misrepresentation or the breach of any obligation to be performed by the Client under this agreement.

10.6 This clause 10 does not apply to Clients who are individual persons requesting Temporary Worker (Bank*) for an Assignment in their own home.

11. QUALIFYING TEMPORARY WORKER (Bank*)

11.1 Before a Temporary Worker (Bank*) starts an Assignment, Advantage Angels shall notify the Client if either:

(a) the Temporary Worker (Bank*) is a Qualifying Temporary Worker (Bank*) in relation to the Assignment; or

(b) the Temporary Worker (Bank*) will become a Qualifying Temporary Worker (Bank*) during the course of the Assignment, and Advantage Angels shall advise the Client of the applicable Temporary Worker (Bank*) Fees, including any Other Qualifying Payments which may be payable.

11.2 Advantage Angels shall comply with their obligations under the AWR 2010, including but not limited to providing any Qualifying Temporary Worker (Bank*) with the Relevant Terms and Conditions in accordance with regulation 5 of the AWR 2010.



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11.3 The Client shall at all times comply with its obligations under the AWR 2010, including but not limited to providing any Temporary Worker (Bank*) with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulations 12 and 13 of the AWR 2010.

11.4 The Client shall Indemnify Advantage Angels against any liability, cost, claim, award, or any other expense incurred by Advantage Angels arising out of a breach or alleged breach by the Client, its subcontractors, or any other intermediaries, of the AWR 2010.

11.5 If either party receives an allegation that there has been a breach of the AWR 2010 in relation to the supply of a Temporary Worker (Bank*) to the Client by Advantage Angels (whether that allegation has been made as a request for information under regulation 16 of the AWR 2010 or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall cooperate with each other in responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party and complying with any reasonable requests in relation to the contents of any response.

11.6 The provisions of this Clause 11 shall survive termination of this agreement.

11.7 This clause 11 does not apply to Clients who are individual persons requesting Temporary Worker (Bank*) for an Assignment in their own home.

12. CONFIDENTIALITY

12.1 The Client undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of Advantage Angels, except as permitted by Clause 12.2.

12.2 The Client may disclose Advantage Angels confidential information:

(a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out its obligations under this agreement. The Client shall ensure that its employees, officers, representatives, or advisers to whom it discloses Advantage Angels confidential information comply with this Clause 12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 The Client shall not use Advantage Angels confidential information for any purpose other than to perform its obligations under or in connection with this agreement.



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13. DATA PROTECTION

13.1 The following definitions apply in this Clause 13:

Agreed Purposes: The performance by each party of its obligations under this agreement. Controller, data controller, processor, data processor, data subject, personal data, processing, and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the

UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Permitted Recipients: the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

Shared Personal Data: the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

Personal data of individuals, which includes: personal contact details such as name, title, addresses, telephone numbers, and personal email addresses; date of birth; gender; marital status and dependants; next of kin and emergency contact information; National Insurance number; Bank account details, payroll records and tax status information; salary, annual leave, pension and benefits information; start date; location of employment or workplace; copy of driving license/passport/identity documents; recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process); employment records (including job titles, work history, working hours, training records and professional memberships); compensation history; performance information; disciplinary and grievance information; CCTV footage and other information obtained through electronic means such as swipe card records; information about use of information and communications systems; photographs; and

Special categories of personal data of individuals may also be collected, which includes information about race or ethnicity, religious beliefs, sexual orientation, and political opinions; trade union membership; information about health, including any



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medical condition, health, and sickness records; genetic information and biometric data; information about criminal convictions and offences.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).

13.2 This Clause 13 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

13.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.

13.4 Each party shall:

(a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes.

(b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.

(c) process the Shared Personal Data only for the Agreed Purposes.

(d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients.

(e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement.

(f) not transfer any personal data received from the Data Discloser outside of the UK unless the transferor: complies with the provisions of Article 26 of the General Data Protection Regulation (in the event the third party is a joint controller); and ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

13.5 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:



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- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data.
- (b) promptly inform the other party about the receipt of any data subject access request.
- (c) provide the other party with reasonable assistance in complying with any data subject access request.

14. NO PARTNERSHIP OR AGENCY

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

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

15. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. ENTIRE AGREEMENT

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

16.2 The Client acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.3 The Client agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.



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17. FORCE MAJEURE

Advantage Angels shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

18 SEVERANCE

18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

18.2 If any provision or part-provision of this agreement is deemed deleted under Clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. THIRD PARTY RIGHTS

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

20. NOTICES

20.1 With the exception of notices given by the Client pursuant to Clause 6.2, which may be given by telephone, any notice or other communication given to Advantage Angels under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business; or
- (b) sent by email to the address specified in correspondence with the Client.

20.2 Any notice or communication shall be deemed to have been received:



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if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 20.2(c) business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. GOVERNING LAW

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

22. JURISDICTION

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

(*Bank – Deemed worker)

I confirm that I have read, understood, and accept the attached Advantage Angels Limited Terms and Conditions of Supply of Temporary Workers

Signed:

Name:

Company:

Date:



Advantage Angels
Terms and Conditions for the supply of Temporary Workers (Bank*)

Signed on behalf of Advantage Angels:

Print Name:

Signed:

Date: