

Jump Staff LTD: T&C for Client/Hirer

THESE TERMS AND CONDITIONS apply in relation to any services provided by Jump Staff Limited (Company No. 9942347 a company incorporated in England and Wales whose registered office is at Francis House, 11 Francis Street, London, (the "**Jump Staff**") to any client (the "**Client**"), who is a hirer of Contractor services.

The following terms and conditions apply to your use of the Jump Staff Web Platform which is owned and maintained by Jump Staff, and the services available from the Jump Staff Web Platform (together, the "**Jump Service**"). Please read these terms carefully. By using the Jump Staff Web Platform and/or using the Jump Service you as the Client agree that you have read, understood and agreed to these Terms (each as amended from time to time). If you do not agree to these Terms you must not use the Jump Staff Web Platform or use the Jump Service.

BACKGROUND:

- (A) Jump Staff is in the business of providing a web-based platform to help Contractors find hirers who want to engage their services, and hirers find Contractors who want to provide services.
- (B) Jump Staff shall facilitate introductions to hirers of Contractors in accordance with the terms of this Agreement.
- (C) Contractor Services under these General Terms and Conditions may, for reasons of convenience, be paid for via Jump Staff, but the parties acknowledge and accept that any payment relating to Contractor Services shall be the ultimate responsibilities of the Client and paid under or in consequence of the agreement between the Contractor and Client and not under any agreement between the Client and Jump Staff. The Client shall (via Jump Staff, acting as agent for the Client) engage an Intermediary (defined in Clause 5.3 below) to make payments to the Contractors in the circumstances where payments are made via Jump Staff, to ensure that PAYE and NICs are deducted as appropriate.

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means the agreement between Jump Staff and the Client comprising the terms set out in this document and any Assignment Details relating to a relevant Assignment.

"Assignment" means a Contractor's engagement for Services by the Client on the terms set out in the Contractor Agreement.

"Assignment Details" means the terms set out in a Requirement Notification relevant to an Assignment or proposed Assignment as completed by the Client via system prompts on the Hubbul Web Platform (or otherwise as amended from time to time by agreement between the Contractor and the Client in terms of subject, times, location, including start time, end time, type of work including the structure of the day and if there are any additional requirements).

"Attendance Record" means a record posted on the relevant part of the Jump Staff Web Platform, or such other system as is used to record the time and attendance details of Contractors on Assignments, from which electronic timesheets are generated.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Client Services" means the services to be performed by the Client under this Agreement.

"Client's Group" means the Client, any body corporate of which the Client is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Client.

"Commercial Agent" means an agent authorised to negotiate or conclude the sale or purchase of goods or services on behalf of the payer (being the Client) or the payee (being the Contractor).

"Commercial Agents Exemption" means the exemption outlined in the Payment Services Regulations 2009 for Commercial Agents.

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Contractor" means the individual named in the relevant Assignment Details relating to the relevant Assignment.

"Contractor Agreement" means an agreement between the Client and the Contractor in the form set out in Schedule 2 or such other standard form (specific to that Client) as may be set out (or referred to or linked to) in the Assignment Details (and in either case incorporating relevant details from the Assignment Details).

"Contractor Invoice" has the meaning set out in clause 5.1.

"Contractor Services" means the services to be performed by a Contractor in relation to an Assignment.

"Data Protection Laws" means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.

"Introduction" means the Client directly or indirectly receiving, viewing or having access to any information via the Jump Staff Web Platform which identifies or relates to a person who may act as a Contractor or Supplier. The date of Introduction shall be the date that the Client obtains any such information. **"Introduces"** and **"Introduced"** shall have the corresponding meanings.

"Loss" means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

"Jump Staff Checks" means the checks as set out in Clause 2.2

"Jump Staff Web Platform" means [insert details of where information to complete/verify timesheets and candidate information etc. will be held. Usually this is a link to the website.]

"Jump Service" has the meaning set out at the head of this Agreement.

"Jump Service Fee" means the fee payable by the Client to Jump Staff as set out in Schedule 1.

"Payment Services Regulations" means the Payment Services Regulations 2009.

"Personal Data" means all data supplied to the Client by or on behalf of Jump Staff pursuant to this Agreement which is defined as personal data under the Data Protection Laws.

"PSC Contractor" means an individual who controls and directs a limited company through which they contract and offer their services on an independent business to business basis.

"PSC" means the limited company through which a PSC Contractor operates.

"Requirement" means the specific details of a potential vacancy at the Client (in respect of which the Client has issued a Requirement Notification).

"Requirement Notification" means a notification by the Client to the Contractor through the Jump Staff Web Platform of a vacancy to perform the Contractor Services in accordance with Assignment Details and these General Terms and Conditions.

"Short Notice Cancellation Service Fee" means the fee payable by the Client to Jump Staff in respect of the cancellation of an Assignment which is cancelled at short notice on the basis set out in Schedule 1.

"Supplier" means (if applicable) an intermediary (including a PSC), via which the Contractor performs Contractor Services, and references to Contractor in this Agreement shall include references to any Supplier of that Contractor.

1.2 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after the date of this Agreement) under it from time to time.

- 1.3** Where the context permits, words denoting:
- (a) persons shall include bodies corporate and unincorporated associations of persons;
 - (b) the singular include the plural and vice versa; and
 - (c) one gender shall include any gender.
- 2. Jump Staff's obligations**
- 2.1** Jump Staff shall (subject to availability) provide systems which may facilitate the Introduction of a Contractor to fill a Requirement and perform an Assignment in accordance with the terms of this Agreement, and in particular in accordance with clause 4 (Requirement-Filling Process).
- 2.2** Jump Staff (or an agent appointed on behalf of Jump Staff) will carry out Jump Staff Checks will collect the following information from the Contractor and carry out the following steps:
- (a) evidence as to his or her identity;
 - (b) confirmation that he/she has the experience, training, qualifications and/or any authorisations which you have indicated to us are necessary for the relevant Role and/or which are required by law or a relevant professional body;
 - (c) confirmation that he/she is willing to enter into the relevant Assignment; and
 - (d) Jump Staff will take all reasonably practicable steps to obtain two references.
- 2.3** Jump Staff will use its reasonable endeavours to carry out certain other checks (as may from time to time be specified by it on the Jump Staff Web Platform) on Contractors who register on the Jump Staff Web Platform.
- 3. The Client's obligations**
- 3.1** The Client agrees that by submitting a Requirement Notification on the Jump Staff Web Platform the Client has given Jump Staff authority to provide a system under which the Client may try to find a Contractor for that Requirement.
- 3.2** The Client warrants, represents and undertakes that:
- (a) when submitting a Requirement Notification or other records or details relating to an Assignment it will not breach or directly or indirectly cause Jump Staff to breach any anti-discrimination laws or provide any information or make any requests that may bring Jump Staff into disrepute;
 - (b) it will not block a Contractor or prospective Contractor from work with the Client for any reason that is of an unlawfully discriminatory nature, or that may bring Jump Staff into disrepute; and
 - (c) all information provided by the Client in the form of Assignment Details or otherwise for the purposes of the Assignment will be true and accurate and up to date; and
 - (d) it will supply information to Jump Staff via the Jump Staff Web Platform confirming the performance of the Contractor Services by appropriate completion of the Attendance Record.
- 3.3** The Client agrees that it shall give to Jump Staff in the Assignment Details and/or otherwise as requested by Jump Staff information confirming:
- (a) the identity of the Client;
 - (b) the date on which the Client requires provision of the Contractor Services to commence and the duration or likely duration of provision of the Contractor Services;
 - (c) the experience, training, qualifications and any authorisations which the Client considers are necessary, or which are required by law or by any professional body, in particular the General Medical Council and the Care Quality Commission for the Contractor to possess in order to provide the Contractor Services. For the avoidance of doubt Jump Staff will not carry out checks in relation to these and it is agreed that (unless specifically agreed otherwise with Jump Staff in writing) responsibility for such checks will rest with the Client;
 - (d) what is needed by Jump Staff to carry out the Jump Staff Checks;
 - (e) when the Client has directly engaged a Contractor formerly introduced by Jump Staff to the Client so that the appropriate Jump Service Fee can be calculated and invoiced in respect of that engagement; and

3.4 The Client shall:

- (a) (where it decides to engage a Contractor) engage each Contractor on the terms of a Contractor Agreement;
- (b) carry out risk assessments of the Contractor Services to be undertaken and notify the Contractor and immediately of any specific or potential hazards relating to the Assignment and any precautions the Contractor should take in relation to such risks;
- (c) not allow the Contractor to undertake any work that is hazardous without first undertaking a risk assessment and notifying the Contractor of any risks identified;
- (d) if applicable, make clear to the Contractor and any Supplier what rules (including but not limited to health and safety, site and security policies, procedures and regulations) apply in respect of the location(s);
- (e) ensure that any and all equipment, and protective clothing are in good order and are suitable, safe and comply with all relevant health & safety legislation;
- (f) check and sign or electronically verify timesheets and/or entries in the Attendance Record (in a form approved by Jump Staff) verifying the number of hours worked by the Contractor which shall be deemed to be confirmation of satisfactory performance of the Contractor Services by the Contractor within 48 hours unless the Client expressly notifies Jump Staff otherwise in writing. If the Client has not complied with this clause 3.4(f), Jump Staff shall be entitled to automatically verify the timesheets;
- (g) notify Jump Staff immediately if it is dissatisfied with the performance by the Contractor of the Contractor Services; and
- (h) (without limitation to the above) not commit any act or omission constituting unlawful discrimination against or harassment of any Contractor in connection with the performance of the Contractor Services.

4. Requirement-filling Process

4.1 Subject to the terms of this Agreement, the Client may use the Jump Staff Web Platform to issue Requirement Notifications and Attendance Records.

4.2 Jump Staff shall operate the Jump Staff Web Platform so that Contractors are able to apply for Vacancies that the Contractors state they are qualified to perform.

4.3 The Client will make an online enquiry to make a Requirement Notification. Jump Staff will review the Requirement Notification. If Jump Staff feel changes need to be made to a Requirement Notification, Jump Staff will let the Client know within 24 hours. Once the Requirement Notification has been verified, it shall be posted to the Jump Staff Web Platform (the "**Assignment Details**").

4.4 The Assignment Details shall be posted to the Jump Staff Web Platform where Contractors with the requisite skills and qualifications will be able to view and apply to fulfil the Requirement.

4.5 Jump Staff shall operate the Jump Staff Web Platform so that Contractors are able to apply for Requirements that the Contractors state they are qualified to perform.

4.6 Jump Staff shall compile a list of Contractors that have the requisite skills and qualifications of the Requirement which shall be ordered according to how strongly the Contractor matches the Requirement based on rules agreed with the Client. This list shall be provided as soon as there are enough Contractors for the role. It is the responsibility of the Client to review and choose a Contractor from the list provided. The order the Contractors are listed in is not indicative of any advice and should not be taken as advice and/or the opinion of Jump Staff as to the suitability of the Contractor.

5. Payment of Fees

5.1 Jump Staff shall be entitled to issue consolidated statements to the Client on a monthly basis (or such other basis as may from time to time be expressly agreed with the Client in writing) which will be made up of the following:

- (a) sums due in respect of any Contractor invoice received by (or details of which are received by) Jump Staff (as agent for the Client) and payable by the Client for any Assignment (the "**Contractor Invoice**"), if applicable;
- (b) sums due in respect of any Jump Staff invoice in respect of Jump Service Fees payable by the Client;

- (c) any other sums from time to time payable by the Client in accordance with this Agreement and/or as specified in the Assignment Details and/or Jump Staff Web Platform; and
- (d) VAT as applicable.

5.2 The Client shall pay to Jump Staff such sums as are set out in a consolidated statement on the Jump Staff Web Platform in cleared funds to be received by the next occurrence of the monthly payment date agreed between Jump Staff and the Client (or in any event, no later than the date which is one month after the date of the statement).

5.3 The Client shall, via Jump Staff (acting as its agent) engage a third party to provide employment intermediary, labour leasing, accountancy, company formation and/or payroll services or the like (the "Intermediary") to act as a payment and/or contractual intermediary between it and the Contractors and/or to assist generally in relation to the provision of the Contractor Services to the Client. Jump Staff may, from time to time, provide information about the services of certain Intermediaries on the Jump Staff website or otherwise via the Platform.

5.4 Any payment by the Client before the relevant due date in respect of any Contractor Invoice shall be held, once received by Jump Staff, on trust for the Client pending transfer to the Contractor. The Client hereby authorises Jump Staff (as agent for the Client) to make such transfer, provided that Jump Staff has reasonable grounds for believing that the relevant Contractor Services have been provided (including such evidence as may be derived from entries made in the Attendance Record). Subject to receipt of the relevant payment Jump Staff agrees to make such payment to the Contractor on such date.

5.5 Where a sum representing any of the amounts referred to in clause 5.1 is paid to Jump Staff pursuant to clause 5.2, Jump Staff shall be entitled to treat the sum:

- (a) as first discharging the Jump Service Fee, any Jump Staff Short Notice Cancellation Service Fee, as payment of interest on any overdue amount due from the Client to Jump Staff and payment of any other sum due from the Client to Jump Staff, then
- (b) as payment of any sums due from the Client to the Contractor.

For the avoidance of doubt Jump Staff shall not be obliged to make any payment to a Contractor in respect of any sums due from the Client to the Contractor before it has received payment from the Client in respect of the same.

5.6 The Client shall ensure that payment to the Contractor is made only as set out in this clause 5. Any action that involves complete or partial payment in any other way shall be a breach of this Agreement. The Client shall indemnify Jump Staff in respect of any Loss suffered by Jump Staff directly or indirectly arising as a result of such breach. Without prejudice to any other remedies available to Jump Staff, the Client shall, if Jump Staff reasonably considers such a breach to have occurred and notifies the Client accordingly, pay immediately to Jump Staff the Off Platform Payment Charge, which the parties accept as a genuine pre-estimate of the minimum Loss Jump Staff shall suffer in respect of such a breach.

5.7 The Client shall immediately notify Jump Staff if a Supplier/Contractor requests that the Client make a payment directly to it or through any channels other than those specified in this clause 5.

5.8 For the avoidance of doubt, in the calculation of the sums due to Jump Staff in relation to Contractor Services performed (including without limitation the Jump Service Fees and Late Payment Charge), an entry in the Attendance Record shall be conclusive evidence that the Contractor Services have been performed to the satisfaction of the Client at the times and for the total period of time set out in such Attendance Record. Jump Staff shall not be responsible for verifying statements or entries relating to hours worked or claims for payment submitted by or on behalf of a Contractor.

5.9 If the Client disputes the hours claimed and the payments due (or not due) in respect of breaks or expenses or otherwise, it shall inform Jump Staff of this within one Business Day and shall promptly provide all co-operation and information reasonably required by Jump Staff to establish the hours actually worked and/or expenses incurred by the Contractor. Any failure so to inform Jump Staff within one Business Day or co-operate shall entitle Jump Staff to issue a consolidated statement based on such Attendance Record and be paid in accordance with this clause 5.

5.10 Unless otherwise agreed in writing by Jump Staff, Jump Staff will not be obliged to make any rebates or refunds of fees or other sums paid or payable to Jump Staff or any Contractor by the Client.

5.11 All amounts due under this Agreement (including any payments due to a Contractor) shall be paid in full to or via Jump Staff without any deduction or withholding other than as required by law. The Client shall not be entitled to assert any credit, set-off or counterclaim against Jump Staff in order to justify withholding payment of any such amount in whole or in part.

5.12 Unless otherwise agreed by Jump Staff, all payments to be made under this Agreement shall be paid via the Jump Staff Web Platform, using the procedures and details which will be supplied to the Client.

5.13 Jump Staff shall (without prejudice to any other remedy) apply and charge the Client interest on any overdue Jump Service Fee or other sums payable to it under this Agreement at a rate of 2% per month (compounding with monthly stops) from the due date until the date of payment.

6. Termination

6.1 This Agreement shall continue unless terminated:

- (a) by written notice with immediate effect by Jump Staff if there is any breach of this Agreement by the Client; or
- (b) by 5 Business Days' written notice by Jump Staff if there is any other serious or repeated breach of this Agreement by the Client, which is, in the reasonable opinion of Jump Staff, capable of remedy and which is not remedied within 10 Business Days after an earlier notice requiring it to do so; or
- (c) by written notice with immediate effect by Jump Staff and without liability for Jump Staff or prejudice to any right for relief Jump Staff may have if in good faith Jump Staff considers for any reason that (i) the Client may not meet its obligations to Jump Staff, or (ii) the Contractor may no longer be willing, or able or suitable to undertake the Contractor Services for the Client; or
- (d) by written notice with immediate effect by either party if the other party shall become insolvent within the meaning of the Insolvency Act 1986, becomes bankrupt, applies for, or has made against it a receiving order, or makes any composition with its creditors or an administration order or if an order is made or resolution passed for the winding up of that party or that party passes a resolution to cease trading or actually ceases trading.

7. Acknowledgements and Liability

7.1 The Client acknowledges that Jump Staff does not supervise and/or control the actions of any Contractor. Nothing in this Agreement shall in any way constitute any Contractor as the employee or worker of Jump Staff. Jump Staff shall not be responsible for supervising, monitoring or directing the Contractor whilst working on an Assignment and that accordingly, only the Client is in a position to assess and insure against risks in respect of or during or arising out of the period for which the Contractor is performing the Contractor Services.

7.2 The Client acknowledges that Jump Staff is not an employment agency for the purposes of the Conduct Regulations and is instead a medium through which Contractors find Assignments for themselves and Clients find Contractors to work on Assignments.

7.3 The Client acknowledges that there is no contract between Jump Staff and a Contractor relating to the Contractor Services. Jump Staff shall not be responsible for and shall have no involvement in any disputes between the Client and a Contractor and shall not be responsible for the quality of the Contractor Services provided by the Contractor or their activities while at the Client's location(s). The Jump Service Fee reflects only those online services agreed to be supplied by Jump Staff and do not indicate acceptance of any liability for the Contractor's acts or omissions.

7.4 For the purposes of the Payment Services Regulations, Jump Staff has the authority to act as an active Commercial Agent of the Client. In this role Jump Staff will negotiate and conclude how payments are made to the Contractor on behalf of the Client. For the avoidance of any doubt, Jump Staff is not an agent of the Client other than for the purposes of negotiating payment terms between the Client and the Contractor.

7.5 Jump Staff shall not be responsible for ensuring the suitability of any Contractor or for the accuracy or validity of any Jump Staff Checks save to the extent set out in Schedule 3.

7.6 Jump Staff shall not be responsible for any Loss relating to any Supplier not complying with any legal or tax requirements when acting as an intermediary. Jump Staff encourages the Client to carry out its own due diligence on any Supplier it contracts with. Any responsibility of

the Client in respect of deductions for income tax and/or national insurance and accounting to HMRC for the same shall be discharged by the Client and the Client agrees to perform those responsibilities.

7.7 The Client shall comply with Schedule 4 in relation to its usage of the Jump Staff Web Platform.

7.8 Subject to clause 7.11, Jump Staff shall not be liable for any Losses arising from:

- (a) any failure to provide the services of the Contractor for all or part of the term of this Agreement;
- (b) the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of the Contractor, including, without limitation, any lack of skill of any Contractor; or
- (c) the theft, destruction, deletion or damage of or to any data, computer systems or materials by any Contractor.

7.9 Jump Staff shall not be liable for any Losses arising out of:

- (a) any act or omission or misrepresentation (whether before or after the date of this Agreement) of any Contractor;
- (b) any special, indirect or consequential damages or loss; or
- (c) any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by Jump Staff to perform any obligations under this Agreement.

7.10 Subject to clause 7.11 and without prejudice to the other provisions of this clause 7, Jump Staff's liability in respect of any breach of this Agreement shall not exceed in respect of any Contractor or Introduction a sum equivalent to three times the Jump Service Fee paid (or which would have been payable) in respect of such Introduction.

7.11 Nothing in this Agreement shall operate to exclude or limit Jump Staff's liability for:

- (a) death or personal injury caused by Jump Staff's negligence;
- (b) its own fraudulent acts or omissions; or
- (c) any other liability which cannot by law be excluded.

7.12 Any responsibilities to Contractors under the Pensions Act, the Agency Workers Regulations 2010 or any employment law remain the sole responsibility of the Client and the Client agrees to perform those responsibilities.

7.13 The Client shall indemnify and keep indemnified Jump Staff against any Losses incurred by Jump Staff arising out of any breach of this Agreement by the Client.

8. Data Protection

8.1 In this clause 8, the terms "data subject" and "process" have the meanings given to them in the Data Protection Laws.

8.2 Each party warrants to the other that, in relation to this Agreement, it shall comply strictly with all requirements of the Data Protection Laws.

8.3 The Client shall keep all information comprising an Introduction (including, without limitation, Personal Data relating to any Contractor) confidential and undertakes not to use such information for any purpose other than to arrange for the Contractor to supply his/her services via Jump Staff.

8.4 The Client warrants and undertakes to Jump Staff that in respect of Personal Data:

- (a) it will act only on the instructions of Jump Staff in relation to the processing of any Personal Data in connection with this Agreement;
- (b) it has appropriate technical and organisational measures in place to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data held or processed by it and that it has taken reasonable steps to ensure the reliability of any of its staff who have access to Personal Data processed in connection with this Agreement;

- (c) it will co-operate with and assist Jump Staff at no charge in allowing data subjects to exercise their rights under the Data Protection Laws;
- (d) it will co-operate with Jump Staff to enable Jump Staff to take reasonable steps to monitor compliance by the Client with its obligations under this Agreement and under the Data Protection Laws; and
- (e) it will comply with any reasonable request made by Jump Staff to ensure compliance with the measures mentioned in this clause 8.

8.5 The Client will notify Jump Staff immediately of any correspondence it may receive from any local data protection regulator and any successor or replacement body relating to Personal Data or any complaint from an individual about the processing of Personal Data in connection with this Agreement.

8.6 The Client will not transfer any Personal Data to any country outside of the European Economic Area without Jump Staff's prior written consent.

8.7 If the Client becomes aware of the loss or compromise of, or any damage to, any Personal Data which it is processing in connection with this Agreement it will:

- (a) immediately notify Jump Staff of the details of the incident;
- (b) promptly initiate a full investigation into the circumstances surrounding the incident and make any reports or notes of the investigation available to Jump Staff; and
- (c) fully co-operate, at its sole cost, with Jump Staff's investigation and provide any assistance requested by Jump Staff in order for Jump Staff to investigate the incident.

9. General

9.1 This Agreement together with relevant provisions of any Assignment Details and the Schedules constitute the entire agreement between the parties and supersede all previous agreements and arrangements (if any) whether written, oral or implied between Jump Staff and the Client relating to the matters contemplated by this agreement and introductions via the Jump Staff Web Platform of Contractors to the Client, and all such agreements still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from [the date these are sent out/agreed by the Client] but without prejudice to any rights which have arisen prior to such termination and so that nothing in this clause 9.1 shall operate to exclude or limit the liability of any party in respect of fraud.

9.2 The Client acknowledges that, in entering into this Agreement, it has not relied on any representations by Jump Staff, made before the execution of this Agreement other than those expressly set out in this Agreement.

9.3 This Agreement is personal to the Client and the Client shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party without the prior written consent of Jump Staff. Jump Staff shall however be entitled to assign this Agreement and, upon such Assignment, without prejudice to the assignor's rights in respect of matters arising prior to such Assignment, and all references to Jump Staff shall be deemed to refer to the assignee.

9.4 Time is of the essence for all times, dates and periods specified in this Agreement.

9.5 No amendment to this Agreement is effective unless it is in writing and signed (will be online rather than in writing and signed) on behalf of each party by a person duly authorised by that party.

9.6 Any notice required to be given under this Agreement (including the delivery of any timesheet, Attendance Record entries or invoice) shall be given in such manner as is expressly provided for on the Jump Staff Web Platform or (where not so provided for) shall be given in writing signed by a person duly authorised by the sending party and delivered by hand, e-mail or prepaid first class post to the recipient at its address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).

9.7 This Agreement shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.

9.8 If any provision or any part of this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law:

- (a) such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected;
- (b) to the extent permitted by law, Jump Staff and the Client shall negotiate in good faith a replacement to any provision severed under clause 9.8(a) by a provision which is of similar effect but which is not illegal or unenforceable.

9.9 None of the provisions of this Agreement is intended to be for the benefit of, or enforceable by, third parties (other than permitted assignees of Jump Staff who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is (aside from such permitted assignees) excluded.

9.10

Schedule 1

Fees

1. The Jump Service Fee shall be calculated as follows:
 - a. In respect of any other engagement of a Contractor (as an employee or to provide services on any other basis) by the Client (or any member of the Client's Group) where that engagement follows an Introduction of that Contractor, and the engagement commences within 18 months of such Introduction (the "Restricted Period"), the Jump Service Fee shall be 12% of the remuneration payable to that practitioner in respect of the first 12 months of such service upfront with a rebate of 1% per month for each of the first 12 months worked..
2. The above amounts are subject to VAT as applicable.

Schedule 2

General Terms and Conditions between Contractor and Client for Contractor Services

[Please note – these would either be the small umbrella company terms or the PAYE terms (depending on which way any small umbrella company provider chooses to frame this) and applicable only for contractor services.