

Florence Staffing Limited ("Florence Staffing") Temporary Worker Platform Terms of Business

Last Updated: 2 March 2020

THESE TERMS APPLY TO ALL SERVICES PROVIDED BY FLORENCE STAFFING WHERE FLORENCE STAFFING SUPPLIES, OR SEEK TO SUPPLY, TEMPORARY WORKERS TO A CLIENT (OR IN CONNECTION THEREWITH) AND IS ACTING AS AN EMPLOYMENT BUSINESS (SUCH SERVICES REFERRED TO IN THESE TERMS AS THE "SUPPLY OF TEMPORARY WORKERS SERVICES").

Please note that these terms do not apply to the separate platform services provided by Digital Staff Solutions Limited (trading as "Florence") in which Florence provides an online platform and marketplace which connects Clients who have Vacancies with IHPs (for the direct engagement of the IHP by the Client) (such services collectively referred to herein as "IHP Platform Services"). Please refer to the separate IHP Platform Services terms and conditions for details of the terms which apply in relation to IHP Platform Services (and references in this paragraph only to "Clients", "Vacancies", and "IHP" have the meaning given to them in in the IHP Platform Services terms and conditions). The IHP Platform Services can be accessed via this link: <https://www.florence.co.uk/terms>

Concurrently with, or any time following the execution date of these Terms, the parties may agree additional commercial terms that shall be incorporated into these Terms when signed by an authorised representative of both you and us. Any such additional commercial terms shall be set out in the format set forth in Schedule 1 attached hereto.

Contents:

- Part 1: General Terms & Conditions of Use of the Temporary Worker Platform (this Part 1 of the Terms applies to Client Users, Client Members, Temporary Worker Users, and Temporary Workers Users who use the Temporary Worker Platform)
- Part 2: Clients and Florence Staffing (this Part 2 applies to Clients only)

All users who access the Temporary Worker Platform should have read, understood and accepted **all parts** of these Terms (Part 1 and Part 2) applicable to them.

Use of headings shall not affect the interpretation and effect of these Terms.

1. Definitions

The following definitions and rules of interpretation apply in these Terms of Business.

1.1 Definitions

"Account" means a Member's registration and as a Member on the Temporary Worker Platform and Profile.

"Assignment" has the meaning given in clause 16.

"AWR 2010" means the Agency Workers Regulations 2010 (*SI 2010/93*).

"Client" means a Member of the Temporary Worker Platform who is a provider of healthcare services and operator of healthcare facilities that is regulated by the CQC, such as but not limited to, care homes, hospitals and prisons, and: (i) to whom Florence Staffing provides, or seeks to provide, any Supply of Temporary Workers Services;

and/or (ii) who otherwise accesses the Temporary Worker Platform in connection with any potential or actual Supply of Temporary Workers Services.

"Client User" means a provider of healthcare services and operator of healthcare facilities that is regulated by the CQC, such as but not limited to, care homes, hospitals and prisons, but who is not a registered Member.

"Content" means text, graphics, images, software, audio, video, information or other material or content uploaded to, displayed on or exchanged through the Temporary Worker Platform.

"CQC" means the Care Quality Commission, an executive non-departmental public body of the Department of Health and Social Care of the United Kingdom and a regulator of the healthcare industry.

"Data Protection Legislation" all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 ("DPA") or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK). Personal Data", Processing", "Data Controller", "Data Processor", "Data Subject", "Personal Data Breach" and "Supervisory Authority" shall have the meanings ascribed to them in the Data Protection Legislation.

"Conduct Regulations 2003" means the Conduct of Employment Agencies and Employment Business Regulations 2003 (*SI 2003/3319*).

"Engage" means the employment of a Temporary Worker or engagement directly or indirectly through any employment business other than through Florence Staffing (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 18.2.

"Florence Staffing", **"we"** **"us"**, or **"our"** is defined in clause 2.2.

"Florence Staffing Content" means Content made available by or on behalf of Florence Staffing to users and/or Members through the Platform or in the provision of our services (by posting, uploading, publishing, messaging, submitting, transmitting or otherwise), including, any third party Content licensed for use to Florence, but excluding Member Content.

"Guidance" or **"NMC Guidance"** means the NMC's Guidance for Employers, as may be amended from time to time or such equivalent or replaced guide published by or on behalf of the NMC (the current version of which is available at: <https://www.nmc.org.uk/registration/guidance-for-employers/responsibilities/>).

"Guidelines" or **"Government Guidelines"** means the UK Government's guidelines and requirements for checking on an applicant's right to work status, as may be amended from time to time or such equivalent or replacement guide published by or on behalf of the Government (the current version of which is available at: <https://www.gov.uk/check-job-applicant-right-to-work>).

"Introduce" means the provision by Florence Staffing, using the Florence Staffing Platform, to the Client of information which identifies the Worker, and **Introduction** and **Introduced** shall be construed accordingly.

"Introduction Fee" means the fee payable to Florence Staffing by Client pursuant to clause 18, which shall be notified by Florence Staffing to Client from time to time.

"Member" means a user of the Temporary Worker Platform who completes an Account registration and **"Membership"** should be construed accordingly.

"Member Content" means Content made available by a Member to Florence Staffing or users and/or other Members through the Temporary Worker Platform (by posting, uploading, publishing, messaging, submitting, transmitting or otherwise).

"Nursing and Midwifery Council" and **"NMC"** is the regulator for nursing and midwifery professions in the UK. The NMC maintains a register of all nurses, midwives and specialist community public health nurses eligible to practise within the UK.

"Order" has the meaning given in clause 16.1.

"Other Qualifying Payments" means any remuneration payable to the Temporary Worker (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 and are not linked to a financial participation scheme (as defined by the AWR 2010).

"Payment Processor" means a third party online payment processor whom Florence Staffing may appoint from time to time to collect, process and remit any payments required in under the Terms as may change from time to time and **"Payment Processing"** shall be construed accordingly.

"Profile" means a Member's Account details providing information about that Member as may be made visible to other Members via the Temporary Worker Platform.

"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" means any Temporary Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010 and in particular has been provided to the Client (whether by Florence Staffing or any third party) for the Qualifying Period.

"Relevant Period" has the meaning given in regulation 10(5) and (6) of the Conduct Regulations 2003.

"Temporary Worker" means a Worker Introduced and supplied, or intended to be Introduced or supplied, by Florence Staffing 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, or who otherwise access the Temporary Worker Platform with a view to being Introduced or supplied (either actually or potentially) by Florence Staffing to a Client.

"Temporary Worker Fees" has the meaning given in clause 20.1.

"Temporary Worker Member" means a Temporary Worker who is a Member.

"**Temporary Worker User**" means a Temporary Worker who is a user of the Temporary Worker Platform but is not a Member.

"**Temporary Worker Platform**" has the meaning given to it in clause 3.

"**Terms**" is defined in clause 4.1.

"**Unsatisfactory Temporary Worker**" has the meaning given in clause 19.1.

"**Vacancy**" means a specific ad hoc rota vacancy within the healthcare sector commonly on a shift-by-shift basis and "**Vacancies**" shall be construed accordingly.

"**Verification Services Provider**" means a third party online identification verification services provider that is globally-recognised whom Florence Staffing may appoint from time to time to help us to obtain and verify information relating to an individual's identity as may change from time to time.

"**VAT**" means value added tax or any equivalent tax chargeable in the UK or elsewhere.

"**Worker**" means an individual worker, or a worker that is a company or other legal entity, as the case may be including any of Florence Staffing's own employees.

"**writing**" includes emails and, where applicable, notification sent, received and displayed through the Temporary Worker Platform including via a pop-up window or click through notification and "writing" and "written" shall be construed accordingly.

1.2 A reference to a statute or statutory provision (a) is a reference to it as amended, extended or re-enacted from time to time; and (b) shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.3 A reference to **writing** or **written** includes email.

Part 1: General Terms of Use of the Temporary Worker Platform

2. Who Part 1 of these Terms apply to, who we are, and communicating with us

2.1 The entirety of Part 1 of these Terms (and the documents referred to in them) apply to Clients, Client Users, Temporary Workers, Temporary Worker Users, and Temporary Worker Members (collectively referred to in Part 1 of these Terms as "**Temporary Worker Platform Users**" and references to "you" in Part 1 of these Terms refers to Temporary Worker Platform Users) and is legally-binding on Temporary Worker Platform Users to the extent applicable in their respective interaction with Florence Staffing and use of the Temporary Worker Platform.

2.2 We are **FLORENCE STAFFING LTD** - a company registered in England and Wales ((referred to in these Terms "**Florence Staffing**", "**we**" "**us**", or "**our**"). Our company registration number is 12178272 and our registered office is at Second Floor C/O FKGB, 201 Haverstock Hill, London, NW3 4QG.

2.3 You can contact us by:

(a) telephoning our team on 020 3911 2555 during office hours (Monday - Friday · 09:00 - 18:00);

(b) emailing us at [**hello@florence.co.uk**](mailto:hello@florence.co.uk);

- (c) post at Florence, 32-38 Leman Street, London, E1 8EW; or
- (d) notification via the Temporary Worker Platform.

2.4 If we have a need to contact you we will do so by:

- (a) telephone using the number(s) that you may provide to us;
- (b) notifying you via the Temporary Worker Platform; or
- (c) writing to you at your:
 - (d) email address; or
 - (e) postal address.

2.5 The terms of our Privacy Notice shall apply to Temporary Worker Platform Users' use of the Temporary Worker Platform and communications between us and Temporary Worker Platform Users. Our Privacy Notice governs any use of your personal data by us and is available at : <https://www.florence.co.uk/terms>

3. The Temporary Worker Platform

Florence Staffing provides an online platform (available at www.florence.co.uk) through which Clients may request that Florence Staffing provides the Client with Supply of Temporary Worker Services and in which the Client can provide details of Vacancies which the Client wishes to fill, with the intention that, in accordance with these Terms, Florence Staffing supplies a Temporary Worker to the Client to carry out the services specified in the Vacancy. The Temporary Worker will be engaged by Florence Staffing (not by the Client). These Terms also apply to any other website or application through which we may make Temporary Worker Services available from time to time (together the "**Temporary Worker Platform**").

4. What these Terms cover and who should read them

4.1 These Florence Staffing Temporary Worker Platform Terms of Business and the documents referred to and incorporated into them as may be updated in writing from time to time by notice on the Temporary Worker Platform and to Temporary Worker Platform Users ("**Terms**"):

- (a) tell you who we are, what we do and what we charge for;
- (b) tell you what to do if there is a problem and other important information;
- (c) govern the access to and use of the Temporary Worker Platform;
- (d) create a legally-binding agreement between us and you as a Temporary Worker Platform User and "you" shall be construed accordingly;
- (e) govern any communication between:
 - (i) Florence Staffing and Temporary Worker Platform Users; and
 - (ii) a user/Member and another user/Member.

- 4.2 Separate terms and conditions apply where Digital Staff Solutions Limited (trading as "Florence") provides an online platform and marketplace which connects Clients who have Vacancies with IHPs (for the direct engagement of the IHP by the Client). Such terms can be accessed via this link: <https://www.florence.co.uk/terms>
- 4.3 These Terms incorporate our Acceptable Use Policy.
- 4.4 All Temporary Worker Platform Users should read these Terms carefully before accessing or visiting the Temporary Worker Platform and by using the Platform you agree to be bound by them. If you as a user or visitor do not agree to these Terms, then you do not have the right or permission to access or visit the Temporary Worker Platform.
- 4.5 Where you accept and agree to these Terms on behalf of another person, company, partnership, organisation, group, association or other entity ("**represented person**") you warrant and represent that you have the authority to bind that represented person to these Terms and in the circumstances, a reference to "Member", "you" and "your" and any other reference to you or your Account and/or any warranties, representations, statements, promises, acknowledgements, acts or omissions made or given by you are deemed to apply equally to such represented person who shall be and shall remain responsible and liable for the same as obligor under these Terms.
- 4.6 The Temporary Worker Platform is directed to persons residing and operating in the United Kingdom. We do not represent that content available on or through the Temporary Worker Platform is appropriate for use or available in other locations.

5. Use of the Temporary Worker Platform, Membership & Account registration, Vacancies and Assignments

- 5.1 Temporary Worker Platform Users may access some areas of the Temporary Worker Platform without registering their details or creating an Account. However, the majority of the Temporary Worker Platform and its features are open to registered Client Members and registered Temporary Worker Members only.
- 5.2 Client Members and Temporary Worker Members are responsible for maintaining the security of their Account details and updating their account details to ensure they are accurate and up-to-date.
- 5.3 We reserve the right at any time to remove a Client User's or Temporary Worker's access to the Temporary Worker Platform without notice, at our absolute discretion and without liability (subject to compliance with our obligations pursuant to statute or to any other agreement or contract between us and a Temporary Worker).
- 5.4 A Client Member accessing the Temporary Worker Platform may, amongst other things:
- (a) create and edit a Profile providing information about the Client and its activities;
 - (b) post a Vacancy;
 - (c) view the Profile of any Temporary Workers who wish Florence Staffing to consider them for a Vacancy;
 - (d) manage Vacancies;
 - (e) review a Temporary Worker's timesheet for a completed Assignment; and

- (f) leave feedback relating to the Client's experience of the Temporary Worker and the Assignment (including ratings submitted via our in-built ratings system).
- 5.5 A Temporary Worker Member accessing the Platform may, amongst other things:
- (a) create and edit a Profile providing information about the Temporary Worker;
 - (b) search for Vacancies;
 - (c) view Vacancies;
 - (d) view the Profile of a Client posting a Vacancy;
 - (e) choose to make an application to Florence Staffing in respect of a Vacancy;
 - (f) manage Assignments;
 - (g) submit a timesheet for a completed Assignment for Florence Staffing's (and where applicable a Client's) approval; and
 - (h) leave feedback relating to the Temporary Worker's experience of the Client and the Assignment (including ratings submitted via our in-built ratings system).
- 5.6 In the case of each of the items listed in clauses 5.4 and 5.5, each of the Client Member and the Temporary Worker Member warrant and represent that they have authority to carry out and use the Temporary Worker Platform to the extent that they do so.
- 5.7 Client Users and Temporary Worker Users of the Temporary Worker Platform (whether they are registered Members or otherwise) understand and agree that you are solely responsible for compliance with any and all laws, rules, regulatory guidance, code of conduct and regulations that may apply to your use of the Temporary Worker Platform or any Content made available via the Temporary Worker Platform.

6. Privacy

- 6.1 Our Privacy Notice sets out the terms on which we process any personal data we collect from or about Members, or that we collect about you. Please ensure that you read and understand our Privacy Notice which can be found at: <https://www.florence.co.uk/terms>.
- 6.2 Our use of cookies is covered in our Privacy Notice.
- 6.3 **Florence Staffing Content and performance and availability of the Platform**
- 6.4 We are the owner or the licensee of all intellectual property rights in and to the Temporary Worker Platform and the Florence Staffing Content. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.5 You may print off one copy, and may download extracts, of the Florence Staffing Content for your personal use and you may draw the attention of others within your organisation, if applicable.
- 6.6 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics comprising the Florence Staffing Content separately from any accompanying text.

- 6.7 You agree to acknowledge our status (and that of any identified contributors) as the authors, owner or licensee of the Florence Staffing Content.
- 6.8 You must not use any part of the Florence Staffing Content for commercial purposes without first seeking and obtaining written approval from us using.
- 6.9 If you print-off, copy or download any part of the Temporary Worker Platform in breach of these Terms, your right to use the Temporary Worker Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 6.10 Whilst we use our reasonable endeavours to ensure that Florence Content on the Temporary Worker Platform is accurate and up-to-date, Florence does not warrant the accuracy or completeness of the Florence Content which is provided "as available" and "as is" with no express or implied warranty for availability, accessibility, accuracy or completeness and without any other representations, warranties, conditions or other terms of any kind.
- 6.11 We may update and change the Temporary Worker Platform from time to time. We will try to give you reasonable notice of any major changes and by continuing to use the Temporary Worker Platform you will have been deemed to accept any changes.
- 6.12 We do not guarantee that the Temporary Worker Platform, or any Content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Temporary Worker Platform for business, technical or operational reasons. We will try to give you reasonable notice of any planned suspension or withdrawal of the Temporary Worker Platform or any part of it. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Platform, or any features, parts or content of the Platform.

7. Member Content and other information provided by Members

- 7.1 Each Member warrants and represents that all information (including personal data) and documentation including Member Content provided to Florence Staffing by or on behalf of a Member, posted on the Platform, and/or provided to the Verification Services Provider, and/or provided to other Members is and will be:
 - (a) up-to-date;
 - (b) complete;
 - (c) accurate;
 - (d) truthful; and
 - (e) not misleading.
- 7.2 Without prejudice to the generality of clause 7.1, such Member Content and information as set out in clause 7.1 includes the contents of:
 - (a) a Member's Profile;
 - (b) the information, documents, statements and assurances required and provided as part of the Account registration process, to the Verification Services Provider and/or as is otherwise required in order to keep the Account up to date;

- (c) information contained within any direct communications between Members or between Members and Florence;
 - (d) feedback (including ratings submitted via our in-built ratings system) provided by a Member about another Member; and
 - (e) in respect of a Client, a Vacancy.
- 7.3 Each Member agrees not to post any Content or take any action on or via the Temporary Worker Platform, which knowingly infringes or violates the rights (including, but not limited to, intellectual property rights and in respect of breach of confidence or data protection laws) of or relating to any third party or otherwise violates any applicable law.
- 7.4 The Temporary Worker Platform may include Member Content uploaded by Members, including to bulletin boards and chat rooms. This Member Content is not controlled by us and has not been verified or approved by us. You are solely responsible for any content submitted by you and acknowledge that all Member Content expresses the views of their respective authors and does not necessarily represent the views, values and/or opinions of Florence.
- 7.5 If you wish to complain about information and materials uploaded by other users please contact us at hello@florence.co.uk or by using any of the information provided in 2.3.
- 7.6 By submitting, posting or displaying Member Content to Florence or on the Platform, you:
- (a) grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license to use, reproduce, adapt, modify, distribute, sub-licence and publish such Member Content through our service, subject to our duty of confidentiality owed to Members and our applicable data protection obligations;
 - (b) you are the owner or have the necessary rights, licenses, consents and releases that are necessary to grant to us such rights.
- 7.7 We reserve the right to refuse to accept, post, display or transmit any Member Content in our sole discretion and shall comply with our applicable data protection obligations in accordance with our Privacy Notice.
- 7.8 We may review and remove or disable any Member Content that, we in our sole and absolute opinion consider:
- (a) violates these Terms or applicable laws, rules or regulations;
 - (b) violates our Acceptable Use Policy;
 - (c) is abusive, disruptive, offensive or illegal; or
 - (d) violates or could potentially violate the rights of, or harms or threatens the safety of, Florence Staffing and our personnel, Clients and their personnel, Temporary Workers, Members or other Users of the Temporary Worker Platform or any third party.
- 7.9 We reserve the right to prevent further access to the Platform for violating the Terms including the provisions of this clause 7.
- 7.10 Members may amend, update or withdraw Member Content posted on the Temporary Worker Platform at any time, however, you understand and accept that we shall be entitled to retain for archival, insurance and compliance purposes a copy of all such

previous Member Content and other relevant information and documents that we have in our possession or control relating to such Member and any Assignment.

- 7.11 We may retain and make use of anonymised, aggregated information relating to any Member and any Assignments.

8. Websites we link to

Where the Temporary Worker Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. We suggest that you read the terms of use and privacy notices of such sites at the time of visiting such sites.

9. Viruses

- 9.1 We do not guarantee that the Temporary Worker Platform will be secure or free from bugs or viruses. You agree that we are not liable for any bugs or viruses on the Temporary Worker Platform.
- 9.2 You are responsible for configuring your information technology, computer programmes and platform to access the Temporary Worker Platform. You agree to use your own virus protection software.

10. Termination

- 10.1 Subject always to any obligations we may owe pursuant to statute or pursuant to any other terms and agreements between us and a Temporary Worker, our agreement with you under these Terms shall continue unless terminated:
- (a) by us by written notice to you with immediate effect following any breach of these Terms by you which, in our reasonable opinion, is not capable of remedy; or
 - (b) by 10 days' written notice by us to you in the event of any breach of these Terms, which is, in our reasonable opinion, capable of remedy and which is not remedied within 21 days after an earlier written notice requiring you to do so; or
 - (c) by written notice with immediate effect by us and without liability on our part in good faith if we reasonably consider for any reason that:
 - (i) you may not meet your obligations to us under these Terms; or
 - (ii) the information and documents that you provide and/or any details contained in them are misleading, inappropriate or untruthful;
 - (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.

- 10.2 Florence Staffing may terminate a Member's Account and access to the Temporary Worker Platform or suspend, deactivate or terminate an Account in the event of the circumstances arising above in clause 10.1.
- 10.3 Each Member may terminate its Account for any reason at any time upon written notice to Florence Staffing, subject to the Member performing and discharging all of its respective obligations at that time under the Terms and, where applicable, any Assignment then in force. Florence Staffing shall terminate the Account at such time as all Assignments in force at the time of the notice to terminate have expired or terminated.
- 10.4 Upon termination, suspension or deactivation of a Member's Account, we shall be entitled to retain for archival, insurance and compliance purposes a copy of all related Member Content and other relevant information and documents that we have in our possession or control relating to such Member and any Assignment.
- 10.5 We may retain and make use of anonymised, aggregated information relating to the former Member and any Assignments.

11. Data privacy

- 11.1 You warrant that any and all personal data that you provide to us:
 - (a) may be collected, stored, processed and used in accordance with our Privacy Notice, as may be updated from time to time; and
 - (b) is provided to us with the necessary permission, authority of the person about whom such whose personal data relates and all necessary authorisations, consents or other permissions to process and use the personal data in accordance with the Data Protection Legislation and all applicable regulatory requirements.
- 11.2 Florence Staffing and Members agree to comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 11, Applicable Laws means (for so long as and to the extent that they apply to Florence Staffing and as the case may be any Member) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
- 11.3 Florence Staffing and Members acknowledge that for the purposes of the Data Protection Legislation, the Member is the Data Controller and Florence Staffing is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 11.4 Without prejudice to the generality of clause 11.2, each Member will ensure that it has all necessary appropriate consents, permissions and notices in place to enable lawful disclosure, transfer and Processing of the Personal Data (as defined in the Data Protection Legislation and in the case of a Member generally, includes the Personal Data of such Member's employees, officers, representatives, advisers, suppliers and any other person for whom such Member holds or processes Personal Data and further, in respect of a Client specifically, such Client's patients, residents, visitors, suppliers, healthcare providers and any other person for whom such Member holds or processes Personal Data) to Florence Staffing and as applicable to other Members for the duration and purposes of the Terms.

11.5 Without prejudice to the generality of clause 11.2, Florence Staffing shall, in relation to any Personal Data processed in connection with the exercise of our rights and the performance by us of our obligations under these Terms:

- (a) process that Personal Data only on the written and reasonable instructions of a Member unless Florence Staffing is required by Applicable Laws to otherwise process that Personal Data. Where Florence Staffing is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Florence Staffing shall promptly notify such Member of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit Florence Staffing from so notifying such Member;
- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, anonymising, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to 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);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) transfer Personal Data outside of the European Economic Area or the UK (if and when the UK leaves the European union) in accordance with the Data Protection Legislation :
- (e) comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (f) inform Member if, in our opinion, any instructions provided by Member infringe the GDPR or the DPA;
- (g) take reasonable steps to ensure that only authorised personnel have access to such personal data and that any persons whom it authorises to have access to the personal data are bound by an obligation of confidentiality;
- (h) a Member, at such Member's cost, 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;
- (i) notify such Member without undue delay on becoming aware of a Personal Data breach;
- (j) engage any sub-processors in the performance of the Temporary Workers Services without the general authorisation consent of Member (such Terms shall constitute such authorisation);
- (k) ensure that any sub-processor it engages to provide the Temporary Workers Services on its behalf in connection with these Terms does so only on the basis

of a written contract which imposes on such sub-processor the same terms than those imposed on us in this clause (the "**Relevant Terms**"). Florence Staffing shall procure the performance by such sub-processor of the Relevant Terms and shall be liable to Florence Staffing for any breach by such person of any of the Relevant Terms;

- (l) at the written direction of a Member, delete or return Personal Data and copies thereof (to the extent it is reasonably possible to do so) to a Member on termination of the agreement under these Terms unless required by Applicable Law to store the Personal Data or as is otherwise permitted under these Terms including clauses 14.10 and 17.4; and
- (m) maintain complete and accurate records and information to demonstrate its compliance with this clause 11.

11.6 Without prejudice to the generality of clauses 11.2 and 11.4 and to the extent that a Member acts as a Data Processor and Florence Staffing or, as the case may be, another Member acts as independent Data Controllers, each Member shall, in relation to any Personal Data processed in connection with the exercise of such Member's rights and the performance by such Member's obligations under these Terms and any applicable Assignment:

- (a) process that Personal Data only on the written instructions of, as applicable Florence and/or as the case may be another Member(s) unless such Member is required by Applicable Laws to otherwise process that Personal Data. Where such Member is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, such Member shall promptly notify Florence Staffing and/or the other Member(s) of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit such Member from so notifying Florence Staffing and/or the other Member(s);
- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, anonymising, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to 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);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Florence Staffing and/or the other Member(s) to whom the Personal Data relate has been obtained and appropriate safeguards are in place prior to the transfer and in accordance with Data Protection Legislation;
- (e) comply with such Member's obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

- (f) provide full assistance to Florence Staffing and/or a Member 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;
 - (g) notify Florence Staffing and/or the other Member(s) without undue delay on becoming aware of a Personal Data breach;
 - (h) at the written direction of Florence Staffing and/or the other Member(s), delete or return Personal Data and copies thereof to Florence and/or the other Member(s) unless required by Applicable Law to store the Personal Data or as is otherwise permitted under these Terms or by agreement under an Assignment;
 - (i) engage any sub-processors in the performance of the Temporary Workers Services without the specific consent of Florence Staffing or Member;
 - (j) ensure that any sub-processor it engages to provide services on its behalf in connection with these Terms does so only on the basis of a written contract which imposes on such sub-processor the same terms than those imposed on us in this clause (the "**Relevant Terms**"). Member shall procure the performance by such sub-processor of the Relevant Terms and shall be liable to for any breach by such person of any of the Relevant Terms; and
 - (k) maintain complete and accurate records and information to demonstrate its compliance with this clause 11.
- 11.7 Each Member acknowledge that their Personal Data may be Processed by Florence Staffing and/or the Verification Services Provider on the terms of our Privacy Notice and, as applicable, the respective data privacy terms and conditions of the Florence Staffing and the Verification Services Provider, as communicated to Members from time to time.
- 11.8 Members agree that in order to register an Account and make use of the Temporary Worker Platform, it may be necessary for Members to interact with and as necessary provide information (including Personal Data) to Florence Staffing and Verification Services Provider direct and this shall be subject always to the terms of clause 11.
- 11.9 Member will inform Florence Staffing and/or Member immediately of any correspondence it may receive relating to Personal Data or any complaint from an individual about the processing of Personal Data in connection with these Terms.
- 12. Other important terms**
- 12.1 Florence Staffing makes no representation and gives no warranty as to the suitability of any Temporary Worker for any Assignment and vice-versa, and has no control over the performance of the services provided by a Temporary Worker.
- 12.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing in advance.
- 12.3 Nobody else has any rights under these Terms. These Terms are entered into between you and us. No other person shall have any rights to enforce any of its terms. Neither of us or you will need to get the agreement of any other person in order to end the contract under these Terms or make any changes to these Terms.

- 12.4 If a court finds any part(s) of these Terms are illegal, the rest will continue in force. Each of the clauses and sub-clauses of these Terms (and any documents incorporated into them) operates separately. If any court or relevant authority decides that any clause and/or sub-clause is or are unlawful, the remaining clauses and sub-clauses will remain in full force and effect.
- 12.5 Even if we delay in enforcing any of our rights under these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking our contract under these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide access to the Temporary Worker Platform and provide our services, we can still require you to make the payment at a later date.
- 12.6 Which laws apply to these Terms and where you may bring legal proceedings. The Terms shall be governed by the laws of England, without regard to its conflict-of-law provisions. The Courts of England shall have exclusive jurisdiction over any dispute (including non-contractual disputes) arising under or in relation to these Terms.
- 12.7 All notices given by you to us must be given in writing to the address set out at the end of these Terms. We may give notice to you at either the email or postal address you provide to us when using or registering with the Platform.
- 12.8 These Terms may not be varied except with our express written consent.
- 12.9 These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of these Terms.

13. Confidentiality

- 13.1 We undertake that we shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of a Member and in the case of a Client specifically, its patients, residents, visitors, suppliers and healthcare providers, except as otherwise permitted:
- (a) under these Terms;
 - (b) by agreement in the operation, use and access of the Platform;
 - (c) as part of the Account registration process with a Member's consent; and
 - (d) by clause 13.2.
- 13.2 We may disclose a Member's or user's confidential information:
- (a) to our employees, officers, representatives or advisers who need to know such information for the purposes of exercising our rights or carrying out our obligations under these Terms and otherwise in the operation of the Platform. We shall ensure that our employees, officers, representatives and advisers to whom we disclose such Member's or user's confidential information comply with clauses 13.1, 13.2, and 13.5; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 13.3 Each Member and user undertakes that they shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Florence or any Member or user of the Temporary Worker Platform and in the case of a Client specifically, its patients, residents, visitors, suppliers and healthcare providers, except as otherwise permitted, except as otherwise permitted:
- (a) under these Terms;
 - (b) by agreement in the operation, use and access of the Platform;
 - (c) under an Assignment; and
 - (d) by clause 13.4.
- 13.4 A Member or user may disclose Florence's or another Member's or user's confidential information:
- (a) to such Member's or user's employees, officers, representatives or advisers who need to know such information for the purposes of exercising such Member's or user's rights or carrying out their obligations under these Terms and otherwise in the operation and use of the Temporary Worker Platform. Such Member or user shall ensure that their employees, officers, representatives and advisers to whom they may disclose the confidential information of Florence Staffing, a Member or user comply with clauses 13.3, 13.4, and 13.5; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.5 No party (us, a Member or a user) shall use any other party's confidential information for any purpose other than to perform its obligations under or in connection with these Terms and the operation, use and access of the Temporary Worker Platform.

Part 2: Clients and the Temporary Worker Platform

14. Who Part 2 of these Terms applies to

- 14.1 In addition to Clients' obligations pursuant to Part 1 of these Terms, the entirety of Part 2 of these Terms (and the documents referred to in them) apply to Clients and Client Users (referred to collectively in this Part 2 of these Terms as "**Client**"), and is legally-binding on Clients: (i) in their interaction with Florence Staffing; (ii) use of the Temporary Worker Platform; and (iii) the provision by Florence Staffing of Supply of Temporary Worker Services to any Client.

15. Florence Staffing's obligations

- 15.1 These terms set out the agreement between Florence Staffing and the Client relating to the Supply of Temporary Workers Services. For the purposes of the Conduct Regulations 2003, Florence Staffing acts as an employment business in relation to the Introduction and supply of Temporary Workers pursuant to these Terms.
- 15.2 Florence Staffing provides the Temporary Worker Platform for the purpose of enabling the Client to search for Temporary Workers to provides services to the Client as Temporary Workers. Temporary Workers are engaged by Florence Staffing and will not have any direct contractual agreement with the Client in respect of the Supply of Temporary Workers Services and/or in respect of any Assignment.

- 15.3 It is anticipated that the Temporary Worker will either be a nurse or an unregistered nursing auxiliary who is directly supervised by a nurse or an unregistered nursing auxiliary and as part of the Assignment will be working in a care home with nursing. For any nursing auxiliary the Temporary Worker will be expected to perform duties that include the provision of medical, as well as personal, care. The Client agrees and acknowledges that Florence Staffing has neither the ability nor the obligation to supervise any Temporary Worker or exercise any control over the manner in which a Temporary Worker performs any services to the Client under an Assignment or otherwise.
- 15.4 Florence Staffing shall take reasonable steps to screen and carry out such background checks on behalf of the Client as Florence Staffing is required to carry out by law, or otherwise as may be expressly agreed between Florence Staffing and Client in respect of any particular Assignment, before permitting the Temporary Worker to commence work for the Client. Notwithstanding the foregoing, on the basis that the Client shall be liable for the Temporary Worker in respect of any particular Assignment, the Client shall be responsible for confirming the Temporary Worker's identity, immigration status and legal right to work in any relevant jurisdiction, and any other matter that the Client considers necessary before allowing a Temporary Worker to commence an Assignment.
- 15.5 Without prejudice to the generality of clause 15.3 and the provisions of clause 15.4, Florence Staffing shall take reasonable steps to confirm (but without accepting responsibility or liability for any false, misleading or inaccurate information provided by a Temporary Worker) that Temporary Workers who are made available using the Temporary Worker Platform:
- (a) have the right to work in the United Kingdom and, in particular, Florence Staffing shall use its reasonable endeavours to 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 binding codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers; and
 - (b) where a Temporary 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 (as defined in regulation 2 of the Conduct Regulations 2003), Florence Staffing shall take reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations or certification and two references. Florence Staffing shall also take reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment.
- 15.6 The current screening and background checks that Florence Staffing undertakes are set out below, but Florence Staffing reserves the right at its sole and absolute discretion to amend at any time its screening and background checking procedure (including but not limited to the steps set out below):
- (a) Florence Staffing and/or the Verification Services Provider, as the case may be, will take reasonable steps to conduct a review of a Temporary Worker's identification information and documentation and to comply with the UK Government Guidelines;
 - (b) we communicate by telephone or in person to assess appropriate experience and English language skills;
 - (c) we obtain two references from previous employment in the healthcare industry;
 - (d) we conduct a visual check of uploaded training certificates;

- (e) for registered nurses, we review the NMC registration database for restrictions on practice – where any restrictions are noted then we will highlight these in the Profile of the relevant Temporary Worker that is visible to Clients;
- (f) view copies of DBS certificates and, if applicable, check their status on the online DBS update service portal. If the Temporary Worker is not registered for online updates, then we ask that DBS certificates must be less than 1 year old – any prior convictions that are noted will be highlighted in the Temporary Worker Profile that is visible to Clients (subject to compliance with Data Protection Legislation);
- (g) request an attestation by the Temporary Worker in which the Temporary Worker states that they have and will maintain professional indemnity insurance as required by the NMC; and
- (h) obtain a attestation by the Temporary Workers who are nurses in which the Temporary Worker states that they are competent in medication management and clinical competency.

15.7 The Client acknowledges, and agrees that it is reasonable, that we may rely upon a third party Verification Services Provider or other such reputable third party to discharge certain of the steps set out above. The Client further acknowledges and agrees that the identity verification services provided by the Verification Services Provider:

- (a) are based on information and electronic copy documents submitted by or on behalf of the Temporary Worker;
- (b) analyse electronic copy documents submitted and their image to search for indications that they may not be genuine or may have been compromised;
- (c) analyse and report upon whether the copy of the document indicates that the document may have been recorded as lost or stolen; and
- (d) analyse and report upon whether the documents provided indicate that there are any stipulations, such as an expiration date or job role restrictions,

and the Client acknowledges and agrees that nothing herein discharges, modifies, reduces, replaces or circumvents any requirements that may apply to the Client under any applicable law, including, without limitation, any requirement to check any Temporary Worker's identity, immigration and right to work status, nor does it qualify the Client for any statutory defence (or make such defence available) in respect of carrying out an identity and right to work check. The Client confirms that it shall take note of and where applicable be responsible for complying with any applicable law and the UK Government Guidelines.

15.8 Florence Staffing shall not permit a Temporary Worker to register an Account or Profile if Florence Staffing has reason to believe that a Temporary Worker's identity cannot be established to Florence Staffing's reasonable satisfaction (including via the services of the Verification Service Provider) or where Florence Staffing, or as the case may be, the Verification Services Provider, has reason to believe that the Temporary Worker does not have the right to work in the UK. This may be due to, without limitation, the following: (1) copy documents supplied are suspected to be fraudulent; (2) any applicable visa does not permit the applicant to work in the UK; and/or (3) any applicable visa appears to restrict a person from working in any applicable role.

15.9 The Client understands that currently the only Temporary Workers on the Temporary Worker Platform are nurses registered with the NMC. Should this change in the future to

cover other types of workers we will notify Clients and may update these Terms and the checks we perform accordingly.

- 15.10 Prior to the commencement of the Assignment, Florence Staffing shall, via the Temporary Worker Platform, provide details of:
- (a) the identity of the Temporary Worker;
 - (b) the details provided by the Client in the Order; and
 - (c) the Temporary Worker Fees to be charged by Florence Staffing in accordance with clause 20.1.

16. Client's obligations

- 16.1 The Client acknowledges and agrees that by posting a Vacancy on the Temporary Work Portal the Client is making an offer to Florence Staffing for the provision of one or more Temporary Worker(s) to perform certain services (each such Vacancy being an "**Order**" and on acceptance by Florence Staffing, shall be an "**Assignment**").
- 16.2 The Client agrees that, by posting a Vacancy on our Temporary Work Platform you authorise Temporary Workers to search for, and to apply to Florence Staff to be considered for, such Vacancies.
- 16.3 A Client may amend, update or withdraw a Vacancy at any time prior to entering into an Assignment on the basis of such Vacancy.
- 16.4 You as a Client warrant to us that:
- (a) your Profile will be genuine, honest, truthful and accurately reflect the nature of you and your activities;
 - (b) the description of any Vacancy submitted will be genuine, honest, truthful and accurately reflect the nature of the Vacancy in all respects, including, but not limited to, the Specifications and services required, location, rates of pay proposed, necessary prior experience (if any), qualifications required (if any) and hours of work; and
 - (c) you have sufficient resources and staff to fulfil your obligation to monitor and control the performance by the Temporary Worker of the services required pursuant to an Assignment.
- 16.5 You as the Client warrant to us that your description of any Vacancy will not breach or directly or indirectly cause us to breach any anti-discrimination laws including without limitation the UK Equality Act 2010. Your description of any Vacancy and the criteria required for any Temporary Worker to fill it will not discriminate on the grounds of race, gender, disability or other unlawful grounds.
- 16.6 You will leave feedback relating to your experience of the Temporary Worker and the Assignment (including ratings submitted via our in-built ratings system) and such other information as we may require in relation to Temporary Workers from time.
- 16.7 You shall conduct your own checks and, if you have any reason to believe that a Temporary Worker's identity, right to work, experience or qualifications or the content of the Temporary Worker's Profile are not as the Temporary Worker has detailed or if you

are dissatisfied with a Temporary Worker's performance, you will notify us in writing as soon as possible.

- 16.8 You acknowledge that Temporary Workers will also be asked to provide feedback on the Client which will be visible in the Client's Profile to other Temporary Workers.
- 16.9 You acknowledge that a summary view of the timeliness of approving timesheets will be visible in your Profile to other Temporary Workers.
- 16.10 Prior to posting a Vacancy, and in order for us to be able to facilitate in-platform payments via a third party payment provider, if appropriate, we will be required to onboard you and perform Know Your Client/Anti-Money Laundering checks. To do this we may require some or all of the following information and documents to evidence such information:
 - (a) For an individual:
 - (i) Name
 - (ii) Email
 - (iii) Date of Birth
 - (iv) Nationality
 - (v) Country of Residence
 - (vi) Home Address
 - (vii) Proof of Identity (e.g. passport, driver's license, etc)
 - (b) For a company or other corporate entity:
 - (i) Company Name
 - (ii) Company Number
 - (iii) Company Registered Address
 - (iv) Share Holders Agreement
 - (v) Articles of Association
 - (vi) Incorporation Certificate
- 16.11 When posting a Vacancy to the Temporary Worker Platform, you must, as a minimum, provide the following information as part of the specifications of the Vacancy:
 - (a) the specific location e.g. address and unit/floor/ward, at which the Client wishes any services are to be performed;
 - (b) the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work, the hourly rate of pay applicable to the Temporary Worker (which Client agrees shall be no less than the then-current statutory minimum rate), 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 date and time at which the work is to commence and the duration for which they are required;
- (d) the number of hours of paid or unpaid break time to be taken;
- (e) details of any experience, training, qualifications and any authorisations you consider are necessary, or which are required by law or by any professional body, in order to provide any services;
- (f) where applicable indicative criteria for selection of a Temporary Worker;
- (g) any specific identity verification requirements that the Client may have in order to comply with its own policies and/or applicable laws and regulations from time to time in force; and
- (h) any other specific practice requirements, on-site rules and regulations or certifications required by the Client.
- (i) any expenses payable by or to the Temporary Worker; and
- (j) any information reasonably required by Florence Staffing in order for Florence Staffing to fulfil its obligations under the AWR 2010.

16.12 You warrant and represent to us that you are not a locum or other agency (whether acting as an employment agency or employment business or otherwise).

16.13 Upon agreeing an Assignment with Florence Staffing you agree that you will:

- (a) conduct all necessary and appropriate risk assessments relating to the performance of any services and notify the Temporary Workers of any actual or potential risks.
- (b) inform the Temporary Worker of any applicable rules or policies relevant to the performance of any services or the location at which they are to be performed (including but not limited to health and safety, site and security policies, IT and systems security, data privacy, confidentiality rules, procedures and regulations).
- (c) confirm the Temporary Worker's identity, immigration status, right to work and suitability for an Assignment.
- (d) review the Temporary Worker's completed timesheets as soon as possible, in order to verify the Temporary Worker's days and hours of attendance. You are responsible for verifying and approving timesheets and you understand that an indication of the Client's timeliness in approving timesheets will be visible to Temporary Workers.

16.14 The Client shall ensure that appropriate training is provided to a Temporary Worker where necessary for the venue or role (for example, to ensure any specific health and safety requirements are complied with). Any time spent by a Temporary Worker on such training shall form part of the Assignment and Temporary Worker Fees shall apply to such time, unless Florence Staffing determines on a case-by-case basis that such training shall be excluded from the Temporary Worker Fees.

16.15 The Client shall:

- (a) pay the Temporary Worker Fee in consideration of the provision of the services by the Temporary Worker under the Assignment;
- (b) provide a safe working environment at the location at which the Temporary Worker is to provide the services under the Assignment;
- (c) approve via the Temporary Worker Platform all timesheets validly and accurately submitted into the Temporary Worker Platform by the Temporary Worker detailing the services provided to the Client in respect of each Assignment completed;
- (d) take note of and where applicable be responsible for complying with the NMC Guidance from time to time in force; and
- (e) be responsible for complying with any rules, regulations, orders or direction of the CQC.

16.16 Unless otherwise agreed between the Client and Florence Staffing, an Assignment based on a particular Vacancy shall incorporate the details of that Vacancy (and the content of the respective Profile of the Temporary Worker and the Client) as constituted at the time that the Assignment is agreed.

17. Cancellations by a Client

17.1 Clients may elect to cancel an Assignment, in which case the Client may be charged a cancellation fee, as agreed under an Assignment, or, if not so agreed, in accordance with the terms of this clause 17.

17.2 In the event that:

- (a) a Client and Florence Staffing confirm an Assignment via the Temporary Worker Platform and the Client does not cancel the Assignment at least four (4) hours before the agreed start time then then the Client shall pay the Temporary Worker the equivalent of a minimum of four (4) hours work at the hourly rate agreed under the applicable Assignment;
- (b) a Client and Florence Staffing confirm an Assignment via the Temporary Worker Platform and a Temporary Worker arrives for a shift under the Assignment and the Client decides that the Temporary Worker is no longer needed then the Client will be charged the full Temporary Workers Fees as agreed under the applicable Assignment.

17.3 Florence's authority to make payments or refunds in respect of cancellations by the Client will depend upon the cancellation policy of the applicable Assignment.

17.4 Information relating to the frequency and timeliness of cancellations by a Client will be visible to Temporary Workers in the Client's Profile.

18. Temporary to permanent

- 18.1 If, following the supply of a Temporary Worker by Florence Staffing to the Client within the Relevant Period, the Client Engages the Temporary Worker, the Client will pay Florence Staffing the Introduction Fee.
- 18.2 The Introduction Fee will not be payable if the Client gives written notice to Florence Staffing that it intends to continue the hire of the Temporary Worker for a further period of three months ("**Extended Assignment**") before it Engages the Temporary Worker other than through Florence Staffing.
- 18.3 Where the Client decides (in accordance with clause 18.2) to have the Temporary Worker supplied by Florence Staffing for the Extended Assignment:
- (a) the Temporary Worker Fees payable by the Client during the Extended Assignment shall be those applicable immediately before Florence Staffing received the Client's notice of election;
 - (b) at the end of the Extended Assignment, the Client may Engage the Temporary Worker without paying the Introduction Fee; and
 - (c) if the Client chooses an Extended Assignment, but engages the Temporary Worker before the end of the Extended Assignment, the Introduction Fee may be charged by Florence Staffing, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.

19. Unsatisfactory Temporary Workers

- 19.1 The Client shall notify Florence Staffing in writing immediately giving reasons: (i) if it believes that any Temporary Worker is unsuitable for the Assignment; or (ii) if it becomes aware of any matter that indicates that a Temporary Worker may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Temporary Worker ceases to have the appropriate skills, approvals or a right to work in the United Kingdom (in either case an "**Unsatisfactory Temporary Worker**").
- 19.2 If the Client notified Florence Staffing of an Unsatisfactory Temporary Worker in accordance with clause 19.1:
- (a) within 2 hours of the commencement of the Assignment, then the Assignment will immediately terminate and no Temporary Worker Fees shall be payable; and
 - (b) more than 2 hours after commencement of the Assignment, then the Assignment shall terminate at the end of the day on which the Client notified Florence Staffing of the Unsatisfactory Temporary Worker, and Temporary Worker Fees shall be payable up to and including the date of such termination.
- 19.3 If a Client has any concerns about the behaviour or practice of a Temporary Worker then they should also escalate their concerns in accordance with their legal and regulatory obligations including as an operator regulated by the CQC, to the NMC if the Client may deem it appropriate, and, where applicable, in accordance with the Client's own policy. Clients must inform Florence Staffing of any ongoing concerns, allegations or investigations involving a Temporary Worker, however, the Client acknowledges and agrees that Florence Staffing has no control over the conduct of any Temporary Worker, whether on an Assignment or otherwise.

20. Fees and VAT

- 20.1 The Client will pay Florence Staffing Temporary Worker fees in respect of Temporary Workers ("**Temporary Worker Fees**").
- 20.2 The Temporary Worker Fees comprise: (i) the Temporary Worker's hourly rate (as agreed between the Client and Florence Staffing, if no separate fee arrangement is confirmed for the Assignment by Florence Staffing, the hourly rates set out in the Vacancy will be deemed to have been accepted by Florence Staffing); (ii) holiday pay payable to the Temporary Worker; (iii) Florence Staffing's service fee (exclusive of VAT); and (iv) employer's National Insurance contributions and any other fees, taxes or charges payable under applicable law. On placing each Order, Florence Staffing shall advise the Client of the applicable Temporary Worker Fees in respect of each Assignment. The following conditions apply to the Temporary Worker Fees:
- (a) they are calculated according to the number of hours worked by the Temporary Worker, rounded up to the nearest minute;
 - (b) the minimum period of any Assignment shall be four hours (and Client acknowledges that any Assignment of shorter length shall be charged at four hours);
 - (c) the Client shall approve a Temporary Worker's record of time spent on the Assignment through the Temporary Worker Platform, or otherwise their timesheets, within two business days (business days shall exclude weekends and UK public holidays) of the Temporary Worker's completion of the Assignment (or within two business days of the Temporary Worker submitting the record of time, if later). The record of time shall be deemed accepted if the Client does not explicitly approve the record of time within two business days, and Florence Staffing's invoice based on this record of time shall become due and payable in accordance with these Terms.
 - (d) the Client acknowledges that it shall not decline to approve 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 19 shall apply;
- 20.3 Florence Staffing shall invoice the Client weekly in arrears for all Assignments undertaken by Temporary Workers in the preceding week, and invoices are payable within 7 days of receipt. No fee is incurred by the Client until the Temporary Worker has commenced the Assignment.
- 20.4 Where applicable, Florence Staffing shall charge VAT to the Client at the prevailing rate.
- 20.5 If the Client fails to make a payment due to Florence Staffing under these Terms of Business by the due date, then Florence Staffing may (with or without notice) immediately suspend or terminate the Client's access to the Temporary Worker Platform, terminate these Terms with the Client, and may cancel any Assignments which have not yet commenced.

21. AWR Indemnities

- 21.1 The Client shall indemnify Florence Staffing and any successor to Florence Staffing, and to the extent required from time to time by Florence Staffing (or any such successor), its officers, agents and employees, against all liabilities, costs, expenses, damages and losses (including 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) suffered or incurred by Florence Staffing or any successor to Florence Staffing arising out or in connection with

- (a) a breach or alleged breach of the AWR 2010 by Florence Staffing arising out of any acts or omissions by the Client, its subcontractors or any other intermediaries; or
- (b) a breach or alleged breach of the AWR 2010 by the Client, its subcontractors or any other intermediaries.

21.2 Before a Temporary Worker starts an Assignment, Florence Staffing shall notify the Client if either:

- (a) the Temporary Worker is a Qualifying Temporary Worker in relation to the Assignment; or
- (b) the Temporary Worker will become a Qualifying Temporary Worker during the course of the Assignment, and

Florence Staffing shall advise the Client of the applicable Temporary Worker Fees, including any Other Qualifying Payments which may be payable.

21.3 Florence Staffing shall at all times comply with its obligations under the AWR 2010, including providing any Qualifying Temporary Worker with the Relevant Terms and Conditions (as defined in regulation 6 of the AWR 2010) in accordance with regulation 5 of the AWR 2010.

21.4 The Client shall at all times comply with its obligations under the AWR 2010, including providing any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulations 12 and 13 of the AWR 2010.

21.5 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 to the Client by Florence Staffing (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 7 days of receipt. The parties shall co-operate 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.

21.6 The provisions of this clause 21 shall survive termination of these Terms.

22. Limitation of Liability (each Client's particular attention is drawn to this clause 22)

22.1 The limits and exclusions in this clause reflect the insurance cover we have been able to arrange. Each Client is responsible for making its own arrangements for the insurance of any losses it may suffer under or in connection with or arising out of:

- (a) these Terms (for the avoidance of doubt this include Parts 1 and 2 of these Terms);
- (b) their use of the Temporary Worker Platform;
- (c) their assessment and, where applicable, selection of and interaction and dealings with any other Member;

- (d) any Assignment; and
 - (e) the performance of services by a Temporary Worker.
- 22.2 Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other loss or liability that may not otherwise be limited at law.
- 22.3 Subject to clauses 22.2 and 22.4, our total aggregate liability to any Client, Client User, and/or Client Member, in respect of all breaches of duty or contract occurring within any contract year shall not exceed the lesser of:
- (i) one hundred thousand pounds sterling (£100,000); and
 - (ii) one hundred percent (100%) of the total Temporary Worker Fees received by Florence Staffing in respect of all Assignments in which such Member was a party in the 12 months before the first breach occurred.
- (b) **"contract year"**: a contract year means a 12-month period commencing on the date on which the Member's Account is registered or any anniversary of it.
 - (c) **"total aggregate liability"**. Florence Staffing's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms.
- 22.4 This clause 22.4 sets out specific heads of excluded loss and exceptions from them:
- (a) Subject to clause 22.2, the following types of loss are wholly excluded under these Terms:
 - (i) loss of profits
 - (ii) loss of sales or business.
 - (iii) loss of revenue.
 - (iv) loss of agreements or contracts.
 - (v) loss of anticipated savings.
 - (vi) loss of use or corruption of software, data or information.
 - (vii) loss of or damage to goodwill.
 - (viii) indirect or consequential loss.
- 22.5 Subject to clause 22.2, we are not liable to a Client, Client User, Client Member or any third party for:
- (a) any losses arising from the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations by or on behalf of any other Member, whether

stated or relied upon at the time of Account registration, in a Profile, under or under or in the performance of an Assignment or otherwise;

- (b) any losses arising from the theft, destruction, deletion, disclosure or damage of or to any data, information, computer systems, possessions or materials by another Member, whether under or in the performance of an Assignment or otherwise; or
- (c) any losses or any kind arising from any act, omission, error, mistake, or breach of statutory, or professional duty (whether in contract or tort) of any Temporary Worker, whether negligent, fraudulent, wrongful, reckless or otherwise, and whether or not relating to any Assignment or outside an Assignment.

22.6 Each Client, Client User, and Client Member agrees to indemnify, defend and hold Florence Staffing and our directors and employees harmless from and against any and all claims, losses, expenses or demands of liability, including reasonable legal and other professional fees and costs (including VAT) incurred by us in connection with any claim (including an intellectual property claim) arising out of:

- (a) the Member Content submitted, posted or transmitted through the Temporary Work Platform by a Client, Client User or Client Member or between Members;
- (b) the Client's, Client User's, or Client Member's use of the Temporary Worker Platform in violation of these Terms or in violation of any applicable law;
- (c) the performance of or the failure to perform an Assignment by a Temporary Worker;
- (d) any employment related claim brought or alleged against Florence Staffing caused by or arising out of any act or omission of any Client, Client User, and Client Member.

22.7 This clause 22 shall survive termination of the contractual relationship formed under these Terms or the termination of any Member Account.

Schedule 1
Additional Commercial Terms

The terms and conditions set forth in this Schedule 1 are supplemental to and shall be incorporated into the Florence Staffing Limited Temporary Worker Platform Terms of Business when signed by an authorised representative of the parties set forth below.

Commission: _____

Payment Terms: _____

Termination: _____

Temp to Perm Fees: _____

[Additional terms:] _____

Executed by an authorised representative of the parties set forth below on [date]

Florence Staffing Ltd: _____
Director

[Client]: _____
Director