



Response to Request for Information

Reference FOI 021522
Date 5 March 2015

Yoo Recruit

Request:

Under the Freedom of Information Act, I would like to request information on full details of the contract between Yoo Recruit Limited (company number 08888319) and Liquid Personnel Limited (company number 06155616).

Please see the document attached

I would also like full details of the procurement process used to identify the supplier and award the contract to Liquid.

Yoo Recruit are their own data controller and therefore the Council does not hold this information.

RECRUITMENT AGREEMENT

This Agreement is dated 28th October 2014 and made between:

THE EMPLOYMENT BUSINESS

- (1) Liquid Personnel Ltd, an employment business incorporated in England under number 06155616 of 52 Princess Street, Manchester M1 6JX; and

THE CLIENT

- (2) Yoo Recruit Ltd, an employment business incorporated in England under number 08888319 of 18 Queen Square, Wolverhampton, WV1 1TQ

The Employment Business and the Client shall be collectively referred to as the parties

WHEREAS:

- (A) The Employment Business is an employment business specialising in the provision of recruitment services.
- (B) The Client has been appointed to act as a master vendor for the provision of temporary staff to the Hirer (as defined below) and wishes to hire a minimum of 15 and a maximum of 30 social workers per quarter on a temporary basis commencing ~~17th~~ 17th November 2014 and to appoint the Employment Business to act as its sole provider of temporary recruitment services for social workers subject to the terms and conditions set out herein.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement:

- "Agency Worker" means any individual (and who may be an officer, employee, worker or representative of a company contractor Intermediary) supplied pursuant to this Agreement who works temporarily under the supervision and direction of the Hirer;
- "Agency Workers Regulations" means the Agency Workers Regulations 2010;
- "Agreement" means this written agreement, including the Schedules hereto attached;
- "Assignment" means assignment services to be performed by the relevant Intermediary for the Hirer for a period of time during which the Intermediary is supplied by the Employment Business to work temporarily for the Hirer and "Assign" and "Assigns" shall be construed accordingly;
- "Associated Company" means in relation to any party hereto, any entity which directly or indirectly owns or controls or is directly or indirectly owned or controlled by or in common ownership or control with that party and, for these purposes, ownership or control shall be taken to

	mean the ability to exercise more than 50% of the shares or stock having the power to vote at a general meeting or equivalent;
"AWR Claim"	means any complaint or claim to a tribunal or court made by or on behalf of the Intermediary against the Hirer and/or the Client and/or the Employment Business for any breach of the Agency Workers Regulations;
"Comparable Employee"	means as defined in Regulation 5(4) of the Agency Workers Regulations;
"Confidential Information"	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer, the Employment Business, any Intermediary or the Client or their business or affairs (including but not limited to this agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning any Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Intermediary or any third party in relation to the Assignment by the Hirer, the Employment Business or the Client or by a third party on behalf of the Hirer or the Client whether before or after the date of this agreement together with any reproductions of such information in any form or medium or any part(s) of such information;
"Board Director"	means a director sitting on the board of directors of the party concerned;
"Charges and Expenses"	means the Employment Business's charges and certain expenses payable by the Client for the provision of the Services as set out in Schedule 3;
"Hirer"	means Wolverhampton City Council (and any group companies);
"Intermediary"	means any person, firm or corporate body introduced to the Client and/or the Hirer by the Employment Business potentially to carry out an Assignment whether or not they actually commence any Assignment (and, save where otherwise indicated, includes any Agency Worker);
"Occasional Expenses Charge"	means the charges described as such in Schedule 3 hereto;
"Period of Extended Hire"	means any additional period that the Hirer wishes an Intermediary to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
"Project Director"	means the person(s) appointed by the Employment Business and the Client pursuant to Clause 4.3;
"Project Manager"	means the person(s) appointed by the Employment Business and the Client pursuant to Clause 4.1;

"Qualifying Period"	means as defined in Regulation 7 of the Agency Workers Regulations;
"Recruitment Period"	means the period from [17 th November 2014 to 17 th November 2016] inclusive, or as otherwise extended by written agreement between the Parties;
"Referral"	means any individual (whether or not an employee of the Client) other than a candidate identified by the Employment Business as a result of provision of the Services whom the Client considers is or may be a candidate for any position of temporary social intermediary to be filled by Target Staff;
"Relevant Terms and Conditions"	means as defined in Regulation 6 of the Agency Workers Regulations;
"Remuneration"	includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Intermediary for services provided to or on behalf of the Hirer or any third party;
"Service Standards"	means the performance standards and levels as set out in Schedule 1 and as amended from time to time by written agreement between the Employment Business and the Client;
"Selection Processes"	means the interview(s) conducted by the Client or its agents, whether by telephone, online or in person;
"Services"	means the recruitment of Target Staff by the Employment Business for deployment via the Client to the Hirer, in accordance with clause 2 hereof;
"Employment Business's staff"	means all of the employees of the Employment Business whether present or future, including management, supervisors and staff;
"Transfer Fee"	means the transfer fee payable by the Hirer in accordance with Schedule 3 hereto and Regulation 10 of the Conduct Regulations;
"Target Staff"	means the temporary social worker Intermediaries (who require a Social Work Qualification) to be assigned to the Hirer by the Client following provision of the Services by the Employment Business; and
"Working Day"	means a day (other than a Saturday or a Sunday) on which banks are open for business in England.

1.2 Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders. Headings shall be ignored in construing this Agreement and, unless the context otherwise requires, references to clauses and schedules are to clauses of, and schedules to, this Agreement.

2. Services

- 2.1 The Employment Business shall during the Recruitment Period provide the Services in accordance with the Service Standards. If the Client requires intermediaries or employees other than the Target Staff to be assigned to the Hirer, the Employment Business will provide services the same as or similar to the Services in respect of the same, subject to agreeing with the Client additional charges and expenses (and any appropriate changes to the terms and conditions) due to the Employment Business for supplying such services in connection with such staff.
- 2.2 The Employment Business will provide the Services in a competent and professional manner. The Employment Business and the Client may, from time to time and in writing, agree to amend the Service Standards.
- 2.3 The Employment Business shall keep the Client reasonably informed as to the progress and status of any Services on which the Employment Business is engaged by means of written reports prescribed under Clause 4.5 and set out in Schedule 4 hereto.
- 2.4 The Client shall provide the Employment Business with such resources, assistance, information and facilities (including access to Hirer's premises) as may be agreed between the parties (such agreement not to be unreasonably withheld or delayed by the Client) to assist the Employment Business (as reasonably required) in providing the Services in accordance with the terms of this Agreement and warrants that any such information is, to the best of its knowledge (having made reasonable enquiries) complete, accurate and up-to-date (and shall inform the Employment Business of any change or update to the same of which it becomes aware (acting reasonably in its position)). In order to assist the Employment Business in providing the Services in accordance with the Service Standards, the Client will comply with the requirements set out in Schedule 2 (the "Client Services"). The Client Services may be amended from time to time by written agreement between the parties. For the avoidance of doubt, the Employment Business shall not be liable for any failure to comply with any provision of this Agreement as a result of the Client not complying with its obligations in this clause 2.4 and/or as a result of the Employment Business relying and/or acting upon on any information provided by the Client which is not complete, accurate and/or up-to-date.
- 2.5 The Employment Business and the Client shall each ensure that the number of their staff is sufficient to provide the Services and the Client Services (respectively) in accordance with the terms of this Agreement and shall allocate such further staff as may, in the reasonable opinion of each, be required to comply with this sub-clause.
- 2.6 The Client shall inform the Employment Business in writing reasonably promptly on becoming aware of any offer of direct employment to an Intermediary, or any engagement of an Intermediary (whether on a contract of services or a contract for services) other than via this Agreement, whether by the Client or the Hirer.
- 2.7 The Employment Business shall have in place (and shall maintain in force at all times during the Recruitment Period): Professional Indemnity Insurance, Public Liability Insurance and Employer's Liability Insurance. On the Client's written request, the Employment Business shall provide the Client with copies of the insurance policy certificates and details of the cover provided. The Employment Business shall notify the Client if any policy is (or will be) cancelled or its terms are (or

will be) subject to any material change 2.8 The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing potential Intermediaries for Assignments with the Hirer.

3. Charges

3.1 In consideration of the Employment Business's provision of the Services hereunder the Client will pay to the Employment Business the Charges and Expenses set out in, and in accordance with, the terms of Schedule 3.

3.2 All sums payable under this Agreement are exclusive of Value Added Tax, which shall (if and to the extent applicable) be payable by the Client. All invoices and payments hereunder shall be in GB pounds sterling and made to an account nominated by the Employment Business to the Client from time to time.

3.3 For the avoidance of doubt, the Employment Business reserves the right to vary the Charges and Expenses payable by the Client (only in the circumstances referred to in 3.3.1 and only to a level agreed to by the Client (such agreement not to be unreasonably withheld or delayed) by giving written notice to the Client:

3.3.1 in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or

3.3.2 if there is any variation in the Relevant Terms and Conditions in relation to an Agency Worker.

3.4 No refunds or rebates are payable in respect of the Charges and Expenses save as may be set out in Schedule 2.

3.5 Payment obligations in this Agreement shall be performed with no right of set-off.

4. Project Management Review Meetings and Reports

4.1 The Client and the Employment Business shall each appoint a project manager (the "Project Manager"). The parties' respective Project Manager will be responsible for:

4.1.1 co-ordinating the performance of the Services, including overseeing the conduct and quality thereof;

4.1.2 arranging and attending (personally or by representative) project review and review meetings as described in Clause 4.4:

4.1.3 ensuring that the Project Manager or the Project Director personally attends at least three (3) project review and review meetings in every four (4);

4.1.4 using reasonable endeavours to resolve issues arising under this Agreement (but they shall refer all problems which require an amendment to the provisions of this Agreement to the Project Directors for further discussion in good faith);

4.1.5 regular liaison between the parties; and

4.1.6 in the case of the Employment Business's Project Manager, submitting to the Client all such activity and progress reports as are required under sub-clause 4.5.

4.2 Each party shall be entitled to appoint Project Manager(s) of its own choice provided such choice is exercised in good faith with the intention of facilitating the provision of the Services pursuant to this Agreement. Neither party shall replace its Project Manager other than for reasons relating to the

conduct of such Project Manager or beyond the reasonable control of that party. If a party replaces its Project Manager at any time during the period of this Agreement, it will advise the other prior to doing so (with reasons for doing so).

4.3 The Client and the Employment Business shall each appoint a project director (the "Project Director") who will have overall responsibility for each party's obligations under this Agreement. In particular, but without limitation, each party hereby warrants and represents that the Project Director of each party has authority to agree to any amendment to the provisions of this Agreement. Any such amendment to this Agreement shall be in writing and signed by an authorised representative of each party. Neither party shall replace its Project Director other than for reasons relating to the conduct of such Project Director or beyond the reasonable control of that party. If a party replaces its Project Director at any time during the period of this Agreement, it will advise the other prior to doing so (with reasons for doing so).

4.4 The Project Manager of each party shall arrange and attend review meetings as necessary and in any event no less frequently than at quarterly intervals and at locations to be agreed between the Project Managers from time to time during the term of this Agreement. Such meetings shall be the forum for the parties to review the status and progress of current and imminent Assignments, billing issues and Implementation, agree actions and seek to resolve any issues arising. Where appropriate, other personnel or representatives of the parties designated or approved by their respective Project Managers shall also attend review meetings. Subject to sub-clause 4.3, in the event that any party wishes to discuss or agree with the other parties the prospect and/or terms of any variation to the Services, the parties shall arrange and attend (by their respective Project Directors) Project Review meeting(s) to discuss progress of the Client's work contracts, market information, management information, compliance and variations to the terms hereof. Without prejudice to the provisions of Clause 5, nothing in this clause shall oblige any party to agree any variation to the Agreement or the Services.

4.5 The Employment Business shall supply to the Client at the review meetings a management report in line with the Management Information Requirements set out in Schedule 4.

5. Change

5.1 The process for making a Change as provided for in this Clause 5 is referred to as "Change Control".

5.2 Any party may (at no charge to the other) by its Project Director or Project Manager or any Board Director (the "Relevant Individual") request a change to the Services or a change in the provision of the Services (a "Change") by completing a request therefor in writing (a "Change Request") signed by the Relevant Individual and delivering it in accordance with this Clause 5.

5.3 A Change Request must contain

5.3.1 details of the Change sought by the party requesting it; and

5.3.2 in the case of a Change requested by the Employment Business, a report containing an assessment of the impact of the Change on the Services, estimates of the time required to implement the Change, any additional resource requirement necessitated by the Change (including without limitation equipment and software), any additional or reduced charges for implementing the Change and the estimated costs associated therewith (the "Evaluation Report").

- 5.4 If the Client delivers a Change Request, the Employment Business will deliver an Evaluation Report in respect of the Change to the Client within five (5) working days of receiving the Change Request; and
- 5.5 If the Employment Business delivers a Change Request or an Evaluation Report in which it is indicated that it wishes to proceed to the next stage of Change Control, the Client will, within 5 working days of receiving the Evaluation Report, notify the Employment Business in writing whether it wishes to proceed to the next step of Change Control or not. If the Client does not, then the Change Control shall immediately terminate and the Change shall not be put into effect.
- 5.6 Subject to clause 5.7 below, following the step of Change Control outlined in sub-clause 5.5 within five (5) working days of receiving a notification from the Client that it wishes to proceed, the Employment Business shall produce (without charge) and deliver to the Client the following:
- 5.6.1 a detailed specification containing a full description of all aspects of the Change;
- 5.6.2 an assessment of the possible risks to the Services as a whole and on individual components of introducing the Change;
- 5.6.3 a full statement of the impact of the Change on the Services;
- 5.6.4 suggested modified acceptance criteria for implementation of the Change;
- 5.6.5 an accurate statement of the resources required to implement the Change and of the time within which implementation can be achieved;
- 5.6.6 where relevant, a firm quotation for the cost of any work required to implement the Change; and
- 5.6.7 a statement of the likely increases or reductions in the costs and disbursements incurred or to be incurred by the parties and any other relevant contract matters.
- 5.7 During the period in which the Employment Business produces the details specified in Clause 5.6, they may request the Client to supply further particulars reasonably required in respect of the Change or they may propose alterations to the Change. The Client shall co-operate as far as is reasonably possible with the Employment Business in this respect. To the extent that such further particulars or alterations are requested, the time periods set out in this Clause 5 shall be extended by such further periods as are reasonable in the circumstances but not exceeding a further ten (10) working days.
- 5.8 The Client shall have 5 working days after receipt of the details specified in Clause 5.6 in which to accept or reject the Change. During that period it may request the Employment Business to supply further particulars of any aspect of the Change or to assess the impact on the details specified in Clause 5.6 of any alterations to the Change which the Client may reasonably propose. The Employment Business shall co-operate with the Client in this respect to the best of its ability.
- 5.9 Each party agrees that it shall not unreasonably reject a Change Request made by the other and it shall be reasonable for the Client not to agree where the Client reasonably believes that a Change would have a detrimental effect on the Services.
- 5.10 Either the Employment Business or the Client may raise a Change Request, and must notify the other party. No Change will be binding unless both the Employment Business and the Client agree thereto (such agreement not to be unreasonable withheld) in accordance with clause 5.11 below.
- 5.11 If the Change is accepted by both parties, both will prepare and sign such documentation as shall be necessary to effect the Change. Both parties acting through an authorised individual shall sign and date all such documents. Any Change effected in accordance with these provisions shall be

incorporated into this Agreement and the Agreement shall be deemed to be modified accordingly and binding on both parties. Unless and until such time as any proposed Change is formally agreed between the parties, each party will, unless otherwise agreed in writing, continue to perform their obligations under this Agreement as if such Change had not been requested.

6. Confidential Information

- 6.1 The Employment Business and the Client shall maintain the confidentiality of Confidential Information and keep all Confidential Information secure and protected against theft, damage, loss or unauthorised access, and shall not, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the other party, directly or indirectly, disclose, use, copy or modify any Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of and extent necessary in connection with performing its obligations under this Agreement. This obligation shall survive the termination of this Agreement.
- 6.2 Notwithstanding the other provisions of this clause, any party may disclose Confidential Information:
- 6.2.1 if and to the extent required by law or by any governmental or regulatory authority (including any recognised stock exchange); or
- 6.2.2 to its professional advisers.

7. Obligations, Warranties and Undertakings

- 7.1 The Employment Business and the Client undertake not to make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may in the reasonable opinion of the other disparage the other party or its Associated Companies (or in the case of the Client, any Intermediary) or its or their businesses, clients, services or employees, and (in the case of the Client) shall procure that the Hirer will do the same. This obligation shall survive the termination of this Agreement.
- 7.2 The Employment Business warrants that its staff and any subcontractors involved in the provision of the Services (not, for the avoidance of doubt, Intermediaries) shall be competent and suitable to provide the Services, and that the Services will be performed in a competent and professional manner, with all reasonable skill and care, and in accordance with the terms of this Agreement.
- 7.3 The Client undertakes that:
- 7.3.1 it will not during the term of this Agreement engage any party other than the Employment Business to provide any recruitment services in respect of the Target Staff and/or to the Hirer in respect of social workers;
- 7.3.2 all Referrals whether to the Client or the Hirer will be notified to the Employment Business and treated as candidates to be included in the Services (with appropriate fees being paid to the Employment Business in respect of the same);
- 7.3.3 the number of the Target Staff requested to commence work in any quarter will be no less than 15 and no more than 30 and any proposed decrease or increase in this number will be treated as a Change and dealt with in accordance with Clause 5 hereof;
- 7.3.4 it will pay reasonable candidate travel expenses, and the reasonable travel expenses of the Employment Business's personnel incurred whilst engaged in providing the Services, where

agreed (such agreement not to be unreasonably withheld or delayed) in advance on each occasion by the Client's Project Manager or Project Director

- 7.4 The Client shall ensure that:
 - 7.4.1 the Employment Business is instructed on assignments fully as each assignment is authorised;
 - 7.4.2 each assignment is authorised appropriately prior to assignment instructions being passed to the Employment Business;
 - 7.4.3 that the criteria for selection are agreed with the Employment Business (each party acting reasonably) as the assignment is instructed, subject to the process meeting all legal requirements;
 - 7.4.4 that its staff, and the Hirer's staff nominated to participate in the Selection Process (to be agreed) are available at the agreed times and are competent to do so;
 - 7.4.5 any changes to the agreed Selection Process are not substantial and are made only when they are in the reasonable opinion of the Client held in good faith and absolutely necessary;
 - 7.4.6 reasonable advance notice in writing is given to the Employment Business of any change;
 - 7.4.7 if any proposed change to the Selection Process does not comply with any of the conditions in this clause then the change can only be implemented in accordance with the procedure set out in Clause 5 above;
 - 7.4.8 any submission of candidates by any party acting as an employment agency or employment business other than the Employment Business in respect of the recruitment of the Target Staff and/or to the Hirer in respect of social workers will be referred to the Employment Business (with relevant fees being paid to the Employment Business in respect of the same, in accordance with this Agreement), and that such parties are informed forthwith of the nature of this Agreement, including but without limitation clause 7.3.1. above;
 - 7.4.9 notwithstanding any other provision of this Agreement, the Employment Business shall have no liability or responsibility whatsoever for any aspect of the Selection Process conducted by the Client, or for the Client's failure to conduct part of the process, or for any actions or omissions of the Hirer's personnel while the Intermediary is in assignment for the Hirer or for any acts or omissions of the Intermediary including in respect of the Assignment;
 - 7.4.10 its staff and those of the Hirer engaged in the Selection Process of the Intermediaries shall be competent and suitable to do so, and that the Client Services will be performed in a competent and professional manner, with all reasonable skill and care, and in accordance with the terms of this Agreement; and
 - 7.4.11 in relation to Agency Workers, the Hirer will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.
- 7.5 The parties hereby agree that:
 - 7.5.1 subject to clause 7.5.3 the total aggregate liability of each party to the other under or in connection with this Agreement shall not exceed the sum of £5,000,000 (five million pounds), provided that, (i) in the case of the Employment Business, such amount shall only apply in respect of liability, and to the extent of any liability, which is paid by and pursuant to a claim under the insurance policies referred to in clause 2.7 above and, in all other cases (i.e. any not paid by and pursuant to such insurance policies), the Employment Business's total aggregate liability to the Client under or in connection with this Agreement shall not exceed the sum of £25,000 (twenty five thousand

pounds); and (ii) in the case of the Client, the payment of the fees due under this Agreement does not discharge any such liability;

- 7.5.2 subject to clause 7.5.3, neither party shall be liable to the other under this Agreement for any indirect or consequential losses; and
- 7.5.3 clauses 7.5.1 and 7.5.2 shall not limit or exclude either party's liability to the other for death or personal injury caused by negligence, for fraudulent misrepresentation or to the extent that such limitation or exclusion is not permitted by applicable laws.
- 7.6 To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, in relation to each Agency Worker, the Client undertakes as soon as reasonably possible (having regard to the nature of the Employment Business's obligations under the Agency Workers Regulations) prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business's request:
 - 7.6.1 to inform the Employment Business of any calendar weeks since 1 October 2011 in which the relevant Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
 - 7.6.2 if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Hirer via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business;
 - 7.6.3 to inform the Employment Business if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - 7.6.3.1 completed two or more assignments with the Hirer;
 - 7.6.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with the Hirer or any Associated Company of the Hirer; and/or
 - 7.6.3.3 worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
 - 7.6.4 save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
 - 7.6.4.1 provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
 - 7.6.4.2 inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
 - 7.6.4.3 if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee; and

- 7.6.4.4 inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
- 7.6.4.5 save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of the Hirer's pay and benefits structures and appraisal processes and any variations of the same.
- 7.7 For the purpose of awarding any bonus to which any Agency Worker may be entitled under the Agency Workers Regulations, the Client will use reasonable endeavours to procure that the Hirer:
 - 7.7.1 integrates the Agency Worker into its relevant performance appraisal system;
 - 7.7.2 assesses the Agency Worker's performance;
 - 7.7.3 provides the Employment Business (via the Client) with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
 - 7.7.4 provides all other reasonable assistance the Employment Business may request (acting in good faith) in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.
- 7.8 The Client will use reasonable endeavours to comply with all the Employment Business's reasonable requests for information and any other reasonable requirements to enable the Employment Business to comply with the Agency Workers Regulations.
- 7.9 The Client warrants that:
 - 7.9.1 all information and documentation supplied to the Employment Business in accordance with Clauses 7.4.11, 7.6 and 7.7.4 is complete, accurate and up-to-date to the best of its knowledge at the relevant time (at all times acting reasonably); and
 - 7.9.2 it will, during the term of the relevant Assignment, as soon as reasonably possible (with regard to the nature of the circumstances) inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with Clauses 7.4.11, 7.6 and 7.7.4.
- 7.10 Without prejudice to Clause 7.15, the Client shall inform the Employment Business within a reasonable time in writing of any:
 - 7.10.1 oral or written complaint any Agency Worker makes to the Client and/or the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; and
 - 7.10.2 written request for information relating to the Relevant Terms and Conditions that the Client and/or the Hirer receives from any Worker as soon as reasonably possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Client and/or the Hirer and the Client will, and will use reasonable endeavours to procure that the Hirer will, take such reasonable action and give such information and reasonable assistance as the Employment Business may reasonably request, and within any reasonable timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Client's and/or the Hirer's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Client will provide the Employment Business with a copy of any such written statement.

- 7.11 The Client shall advise the Employment Business at the time of instructing the Employment Business to supply an Intermediary whether during the course of the Assignment, the Intermediary will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable.
- 7.12 The Client shall use reasonable endeavours to assist the Employment Business by providing any information required in order to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable and to allow the Employment Business to select a suitable Intermediary for the Assignment.
- 7.13 In particular in the event that the Hirer removes an Intermediary from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007, the Client will provide sufficient information as it has available to it to the Employment Business to allow the Employment Business to discharge its statutory obligations.
- 7.14 The Client shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Client and/or the Hirer as reasonably soon possible but no later than seven (7) calendar days from the day on which any such AWR Claim comes to the notice of the Client and/or the Hirer.
- 7.15 The Employment Business shall inform the Client in writing of any AWR Claim which comes to the notice of the Employment Business as soon reasonably possible but no later than seven (7) calendar days from the day on which any such AWR Claim comes to the notice of the Employment Business.
- 7.16 If the Intermediary brings, or threatens to bring, any AWR Claim, the Client undertakes to, and will use reasonable endeavours to procure that the Hirer undertakes to, take such reasonable action and give such information and assistance as the Employment Business may reasonably request (acting in good faith), and within any reasonable timeframe requested by the Employment Business and at the Client's's cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

8. Data, Freedom of Information and Anti-Bribery

- 8.1 The parties shall comply with the provisions of data protection laws so far as applicable to this Agreement and the Services and shall indemnify each other against all actions, costs, expenses claims, proceedings and demands which may be brought against the other party for breach of any of the data protection laws which arises from the use disclosure or transfer of personal data by the other party or its employees, workers or agents. Further, the parties shall comply with the provisions of freedom of information and anti-bribery laws, in each case so far as applicable to this Agreement and the Services
- 8.2 If it will be a breach of any legislation relating to freedom of information, data protection or bribery to provide any information or take any action under this contract it will not be deemed to be a breach

of the terms of this contract provided that the party relying on this clauses provides notice to the other party in a timely manner stating the reason for the action which would be a breach other than for the application of this clause.

9. Term and Termination

9.1 Notwithstanding that the Services shall not be provided until the commencement of the Recruitment Period, this Agreement shall be binding from the date of signature and subject to the remaining terms of this Clause 9, shall continue in full force and effect thereafter until the expiry of the Recruitment Period unless terminated by either party giving to the other not less than one (1) months' prior written notice to the other at any time.

9.2 A party (the "Non-defaulting Party") may by written notice to the other party (the "Defaulting Party") terminate this Agreement with immediate effect if:-

9.2.1 The Defaulting Party is in material breach of this Agreement and such breach, if capable of remedy, has not been remedied within thirty (30) days after receipt by the Defaulting Party of notice from the Non-defaulting Party requiring such remedy. For the purposes of this clause 9.2.1, any breach of this Agreement relating to a breach of safeguarding legislation and/or laws, DBS and/or confidentiality shall be material; or

9.2.2 The Defaulting Party ceases to trade or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed over the whole or a substantial part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of a debt or an order or resolution is made or any procedure is commenced for its winding-up, dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction).

10. Consequences of Termination and Transfer Fees

10.1 The termination or expiry of this Agreement for any reason shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, the parties as at the date of termination or expiry (including the Employment Business's right to be paid in respect of Services) and without prejudice to those provisions of this Agreement expressly stated to continue beyond the termination of this Agreement.

10.2 Upon termination or expiry of this Agreement at any time and for any reason each of the parties shall promptly thereafter deliver up to the other party all information and property of the other party in its possession, custody or control in such format and on such medium as the other party may reasonably require.

10.3 Both during the term of this Agreement and for a period of six (6) months following the termination of this Agreement, the Client shall be liable to pay a Transfer Fee if the Client and/or the Hirer engages an Intermediary other than via the Employment Business or introduces the Intermediary to a third party and such introduction results in an engagement of the Intermediary by the third party other than via the Employment Business and:

10.3.1 where the Intermediary has been supplied by the Employment Business, such engagement takes place during the Assignment or within the Relevant Period; or

- 10.3.2 where the Intermediary has not been supplied, such engagement takes place within six (6) months from the date of the introduction to the Hirer.
- 10.4 The Transfer Fee will be calculated as set out at Schedule 3.
- 10.5 If the Client or the Hirer wishes to engage the Intermediary other than via the Employment Business without liability to pay a Transfer Fee, the Client or the Hirer (as appropriate) may, on the Client giving [one week's] notice written notice to the Employment Business, engage the Intermediary for the Period of Extended Hire specified in Schedule 3.
- 10.6 During such Period of Extended Hire the Employment Business shall supply the Intermediary on the same terms on which the Intermediary would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in Clause 10.5; and the Client shall continue to pay the relevant charges. If the Employment Business is unable to supply the Intermediary for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Client or the Hirer (as appropriate) does not wish to hire the Intermediary on the same terms as the Assignment; but the Intermediary is engaged by the Client or the Hirer, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any charges paid by the Client during any part of the Period of Extended Hire worked by the Intermediary before being engaged by the Client or the Hirer. If the Client fails to give notice of its or the Hirer's intention to engage the Intermediary other than via the Employment Business before such engagement commences, the parties agree that the Transfer Fee shall be due in full.
- 10.7 Where prior to the commencement of the Client's or the Hirer's (as appropriate) engagement other than via the Employment Business the Employment Business and the Client agree that such engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 3 pro-rata. Such reduction is subject to the Client or the Hirer (as appropriate) engaging the Intermediary for the agreed fixed term. Should the Client or the Hirer (as appropriate) extend the Client's or the Worker's engagement or re-engage the Client or the Worker within twelve months from the commencement of the initial engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.
- 10.8 No refund of the Transfer Fee will be paid in the event that the engagement of the Intermediary other than via the Employment Business by the Client or the Hirer or by a third party to which the Client or the Hirer introduces the Intermediary terminates or terminates before the end of the fixed term referred to in clause 10.7.
- 10.9 VAT is payable in addition to any Transfer Fee due.
11. **Non-Solicitation**
- 11.1 Each party agrees it shall not (and in the case of the Client, shall procure that the Hirer and its Associated Companies shall not) during the term of this Agreement and for a period of one (1) year thereafter, directly or indirectly solicit or induce any staff, agent or contractor of the other party or any of its Associated Companies who are involved in the provision of the Services or who have been recruited pursuant to this Agreement without the prior written consent of the other party.

12. Force Majeure

12.1 If either party (or the Intermediary) is prevented, hindered or delayed from performing its obligations under this Agreement in any circumstance beyond the reasonable control of that party, including, but not limited to fire, flood, Act of God, riot, civil disturbance, industrial dispute (not directly involving either party), war or sabotage (hereinafter "event of force majeure") then the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of force majeure provided that if any event of force majeure continues for a period of or exceeding thirty (30) working days, the affected party shall have the right to terminate this Agreement forthwith on written notice to the other party.

12.3 All parties shall use their reasonable endeavours to minimise the effects of any event of force majeure.

13. Notices

13.1 Except as expressly stated herein to the contrary, all notices, invoices and other communications required or permitted to be given under this Agreement shall be in writing and shall be given or shall be served by hand delivery, by electronic mail, or by prepaid registered letter sent through the post to the intended recipient's address given herein or such other address as may from time to time be notified in writing for this purpose. Any notice served by hand shall be deemed to have been served on delivery; any notice served by electronic mail shall be deemed to have been served when sent; and any notice served by prepaid registered letter shall be deemed to have been served two (2) Working Days after posting. In proving service it shall be sufficient in the case of service by hand or by prepaid registered letter, to prove that the notice was properly addressed and delivered or posted (as the case may be), or in the case of service by electronic mail that a read request message is received.

13.2 Notices under this Agreement shall be sent to a party at its address or number and for the attention of the individual set out below:

Party and Individual	Address	Electronic mail	Facsimile no.
Liquid Personnel Ltd [REDACTED]	52 Princess Street Manchester M1 6JX	[REDACTED]	[REDACTED]
YooRecruit [REDACTED]	18 Queen Square Wolverhampton WV1 1TQ	[REDACTED]	NA

14. Assignment and Sub-Contracting

14.1 Neither party shall assign, sub-contract or similar any of its right and obligations pursuant to this Agreement without the prior written consent of the other.

15. Governing Law and Jurisdiction

15.1 This Agreement shall be governed by and construed in accordance with English Law, and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

16. General

16.1 No delay or omission by any party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement shall:

16.1.1 affect that right, power or remedy; or

16.1.2 operate as a waiver of it.

16.2 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

16.4 If any term of this Agreement is found to be illegal, invalid or unenforceable that shall in no way affect the legality, validity or enforceability of the remaining terms in this Agreement.

16.5 This Agreement constitutes the whole and only agreement between the parties and contains all the terms agreed between the parties and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. No party shall have any right of action (except in the case of fraud) in respect of any written or oral agreement, undertaking, representation, warranty, promise or assurance made prior to the date of this Agreement.

16.6 Unless otherwise expressly stated herein or agreed in writing between the parties, each party shall be responsible for its own costs incurred in preparing, entering into and performing this Agreement.

16.7 Each party to this Agreement shall at its own cost, from time to time on request, do or procure the doing of all acts and/or execute or procure the execution of all documents in a form reasonably satisfactory to the other party which that other party may reasonably consider necessary for giving full effect to this Agreement.

16.8 This Agreement may be executed in any number of counterparts, and by the parties as separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

17. Other Activities

17.1 Nothing in this Agreement shall prevent or restrict the Employment Business from:

17.1.1 At any time recruiting any staff or other personnel for any other employment business, firm, organisation or person;

17.1.2 Providing any other services to any other employment business, firm or person at any time; or

17.1.3 Having any financial interest in any other business or profession.

18. Contracts (Rights of Third Parties) Act 1999

18.1 The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to

SCHEDULE 1
SERVICE STANDARDS

1. Response to the Client's queries/requests for information to be given, if reasonable, on the next Working Day.
2. Identity, eligibility to work, criminal records and required qualifications of candidates to be checked and retained prior to interview by the Employment Business.
3. Attendance by Project Manager (or nominated deputy) at Review meetings on pre-agreed dates.
4. Attendance of Project Director at Project Review meetings on pre-agreed dates.
5. Data shared by the Employment Business and the Client regarding assignments, candidates, selection processes, feedback, to be updated within one (1) working days where the Employment Business has taken action or received information.
6. Consolidated invoices to be raised monthly. Such invoices to clearly itemise Charges and hours worked with the names of each candidate, or in the event of a Transfer charge, the amount and method of the calculation with the name of the candidate and the team.
7. In providing the Services the Employment Business shall comply with all relevant current legislation including without limitation all legislation relating to safeguarding, equal opportunities, data protection and the conduct of employment agencies and employment businesses.
8. The Employment Business to act on assignments for the Client as they arise. Should the Employment Business be instructed on an assignment outside of this pattern, for example without the appropriate authorisation or directly by the Hirer, the Employment Business must immediately inform the Client.
9. The Employment Business to agree with the Client the maximum number of CVs and the deadline for CV submission within one hour when instructed on an assignment, and diary dates for all staff of the Client or Hirer engaged in the Selection Process to be fixed within one (1) working days of the instruction.
10. Where an irregular Selection process is used, the Employment Business to inform the Client's Project Manager, with reasons.
11. Where the Employment Business cannot proceed with an assignment due to any action or inaction by the Client or Hirer, the Employment Business to alert the Client's Project Manager as soon as reasonably possible.
12. Access to online training in Social Work Processes to be provided free of charge by the Employment Business to all Intermediaries during the course of their assignment to the Client.
13. Recruitment Training to be provided by the Employment Business to the Hirer's and Client's staff engaged in the selection of Intermediaries on two occasions per year to be agreed between the parties. The Client will provide suitable accommodation, equipment and ensure the attendance of these staff at its own expense.
14. All assignments to be authorised in advance by the Client using the processes to be agreed.
15. The Employment Business shall use all reasonable endeavours to ensure the attendance of appropriate personnel, where agreed, to represent the Client at any events arranged in connection with the provision of the Services
16. The Employment Business to provide the Management Information as set out in Schedule 4 hereto and to take actions to optimise delivery of the Services as agreed between the Employment Business and the Client.

this Agreement. Without limitation to the foregoing, Wolverhampton City Council shall not be contractually liable to the Employment Business pursuant to this Agreement and Wolverhampton City Council shall have no right to enforce this Agreement.

IN WITNESS whereof this Agreement has been signed by the duly authorised representatives of the parties the day and year first before written.

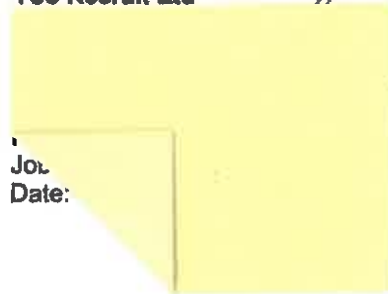
Signed by a duly authorised signatory for
behalf of:

Liquid Personnel Ltd



Signed by a duly authorised signatory for and on
for and on behalf of:

Yoo Recruit Ltd

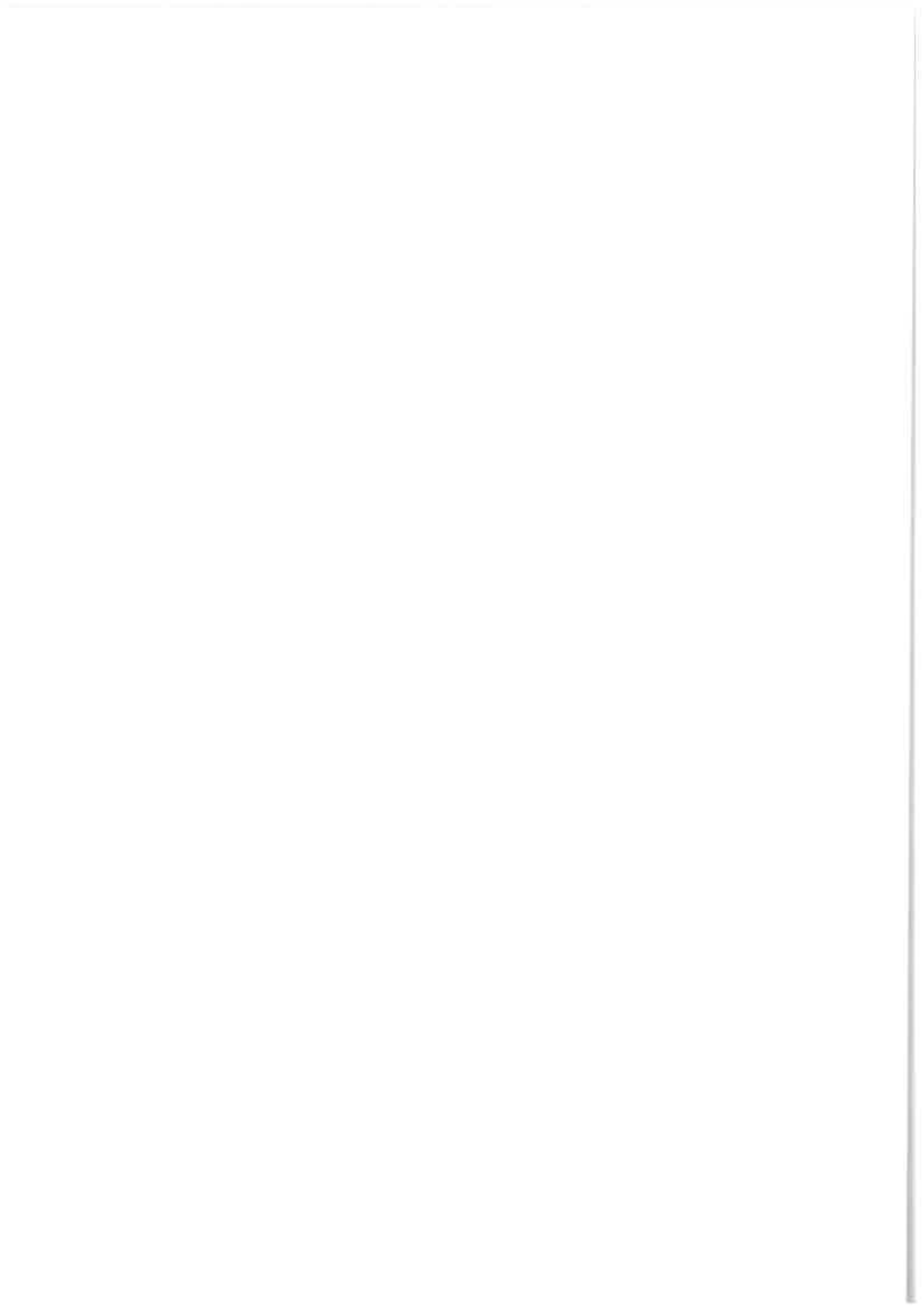


Job:
Date:

SCHEDULE 2
THE CLIENT SERVICES

The Client Services are as follows:

1. Response to Employment Business queries for information to be given, if reasonable, by the next Working Day.
2. The Client will provide the Employment Business's authorised staff with telephone and email access to the Hirer's personnel who will supervise and control the temporary Intermediaries, to allow the Employment Business to introduce candidates, seek feedback and check progress of assignments.
3. The Client undertakes that all data relating to assignments, candidates in progress, actions taken by the Client and information received by the Client will be updated within one (1) working days.
4. The Client's Project Manager (or nominated deputy) to attend all monthly review meetings.
5. The Client's Project Director (or nominated deputy) to attend all Project Review Meetings.
6. The Client will inform all its personnel and agents, and those of the Hirer, who may be involved in recruitment of the Target Staff of the provisions of this contract, and use its reasonable endeavours to ensure that the agreed processes are adhered to by all its personnel and agents. This includes, without limitation,
 - the use of the agreed processes,
 - applying all agreed diary dates,
 - notifying the Employment Business of feedback and decisions within one (1) working days of any interview or meeting, and before notifying the candidate, and
 - issuing offers or rejection notification for candidates to the Employment Business within one week of interview
 - ensuring that any Assignment in which the Employment Business is instructed to proceed is processed exclusively by the Employment Business under this agreement including when a Referral is introduced from another source
7. The Client will keep the Employment Business informed with all information which may assist its personnel in providing the Services and representing the Client and the Hirer to potential intermediaries.
9. The Client to ensure that an assignment, once notified to the Employment Business, is filled exclusively by the Employment Business, including cases where the assignment is filled by a Referral or other candidate introduced by the Hirer or Client after the notification.



SCHEDULE 4

MANAGEMENT INFORMATION REQUIREMENTS

- 1. Reports required from the Employment Business**
- 1.1 Written quarterly overview commentary from the Employment Business.**
- 1.2 The following information on a monthly and cumulative basis:**
 - **Assignments authorised**
 - **Number of CV's submitted to the Client within 48 hours or the agreed timeframe**
 - **Number of CVs rejected for interview as unsuitable**
 - **Number of Interviews requested by the Client and its agents**
 - **Requested interviews arranged/confirmed within one working day of request**
 - **Number of candidates not attending interview without prior notice**
 - **Number of interviews resulting in a placement**
 - **Number of Intermediaries commencing work, and reasons for non-commencement**
 - **Details of any Intermediaries not completing assignments and the reasons therefor**
- 2. Reports required from the Client**
- 2.1 Tenure of Target Staff in the Client's employment (monthly)**
- 2.2 Feedback on the service provided by the Employment Business, from the Hirer and the Client (quarterly).**
- 2.3 Details of any Intermediary whose assignment is terminated early, with reasons (monthly).**

SCHEDULE 5

MANAGEMENT INFORMATION REQUIREMENTS

1. Reports required from the Employment Business
 - 1.1 Written quarterly overview commentary from the Employment Business.
 - 1.2 The following information on a monthly and cumulative basis:
 - Assignments authorised
 - Number of CV's submitted to the Client within 48 hours or the agreed timeframe
 - Number of CVs rejected for interview as unsuitable
 - Number of Interviews requested by the Client and its agents
 - Requested interviews arranged/confirmed within one working day of request
 - Number of candidates not attending interview without prior notice
 - Number of interviews resulting in a placement
 - Number of Intermediaries commencing work, and reasons for any non-commencement
 - Details of any Intermediaries not completing assignments and the reasons therefor
2. Reports required from the Client
 - 2.1 Tenure of Target Staff in the Client's employment (monthly)
 - 2.2 Feedback on the service provided by the Employment Business, from the Hirer and the Client (quarterly).
 - 2.3 Details of any Intermediary whose assignment is terminated early, with reasons (monthly).

SCHEDULE 6 INVOICING PROCESS

1. Timesheets shall be signed weekly by a hirer authorised signatory with invoices only being produced once the timesheet has been authorised. The client will be able to confirm whether a manager is authorized to approve timesheets.
2. Consolidated invoices shall be submitted weekly in arrears.
3. In support of the invoice the Agency shall provide the authorised timesheet(s). Timesheets must indicate that all breaks are unpaid and must not be added to hours worked.
4. Payments will be made by BACS transfer /Faster Payment within 28 days of a correctly formatted and approved invoice.
5. Invoices shall include the following information for each intermediary supplied:
 - Purchase Order reference number
 - Hours worked
 - Total hourly/daily rate
 - Value Added Tax
 - Period timesheet covers
6. This detailed electronic information is to be presented in a format prescribed by the client in order to allow immediate uploading onto the Council's financial system.
7. Where the hirer has implemented an internal policy restricting the number of hours a TAW can work, the Employment Business shall ensure that this restriction is reflected in the invoicing and payment.
8. The Employment Business shall only process timesheets that have been authorised by the appropriate Hiring Manager. In the event that a Hiring Manager refuses to certify a timesheet the Agency shall be notified within two Working Days and resolved with the Client in the first instance. If further resolution is required the incident should be referred to the Project Manager.
9. The default position is that timesheets are not approved automatically.
10. Should there be a dispute regarding hours worked, the charge rate, claimed by the Employment Business in respect of an Intermediary, the client can delay payment of the sum in dispute until such time as the matter can be resolved.

