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# Supply Chain Network Membership Agreement

## WA-LGL-003 - Version 2.1

Incorporating: Member Terms & Conditions, Membership Tier Matrix, Data Schedule, Accreditation Audit Process Schedule, Prequalification Process Schedule, Risk Assessment (Self-Assessment) Schedule, Assurance & Verification Schedule, and Certification (Periodic Worker Compliance Audit) Schedule.

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Workforce Assured Limited | Registered in England & Wales No. 16068955

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*Driving construction labour management standards.*

## PART A: MEMBER TERMS AND CONDITIONS

**Please read this Agreement carefully before joining the Workforce Assured network. By registering a profile, submitting an application, accepting these terms on the Portal, or paying any fee, you accept the terms of this Agreement. If you do not agree, you must not register for or use the network or any Service.**

This is a legal agreement between:

- You, the Member (also referred to as the Member); and
- Workforce Assured Limited (WA), Company Number 16068955, Registered Address: Unit 5 Arena Park, Scarcroft, Leeds, United Kingdom, LS17 9BF.

(each a “party” and together the “parties”)

### Introduction

WA operates a supply chain assurance network, delivered through its technology and Portal, which provides clients and their supply chains with a range of membership tiers and assurance services. These range from free registration of a company profile, through self-assessment of workforce composition, to remote prequalification and full on-site accreditation, together with the assurance and verification services described in this Agreement.

The network gives contractors, employment intermediaries and other suppliers a means of demonstrating their governance and practices to clients, identifying areas for improvement, and reducing the duplication associated with internal supply-chain assurance. Accreditation is one tier within the network; the other tiers and services are described in the Membership Tier Matrix and the Schedules to this Agreement.

The processes for each tier are set out in the Schedules to this Agreement. The Member agrees that any audit, assessment or verification carried out will be done in line with the applicable Standards and Protocol and the terms of this Agreement.

## 1. Definitions and Interpretation

1.1 The following definitions apply in this Agreement:

| Term                                       | Definition                                                                                                                                                                                                        |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Accreditation</b>                       | The award of a Pass result to a Member in the Accredited tier following an Audit or Reassessment, and 'Accredited' shall be interpreted accordingly.                                                              |
| <b>Accreditation Certificate</b>           | A certificate identifying that the Member has achieved a Pass mark in the Accredited tier and including the Subscription Expiry Date.                                                                             |
| <b>Additional Services</b>                 | Any other products and services provided by WA outside of the Member's current tier.                                                                                                                              |
| <b>Affiliate Member</b>                    | A Member in the free Affiliate tier, being any company that registers a company profile on the network. (See also 'Group Companies', which has a separate meaning.)                                               |
| <b>Assessment</b>                          | Any Audit, Prequalification Assessment, Self-Assessment or Verification Check carried out under this Agreement, as the context requires.                                                                          |
| <b>Assurance and Verification Services</b> | The assurance and verification activities described in clause 3 and Part F, which WA may carry out in respect of a Member's workforce, engagement and payment practices, including at the request of a Client.    |
| <b>Audit</b>                               | An Initial Audit, a Renewal Audit, or a Prequalification Assessment, as the context requires.                                                                                                                     |
| <b>Audit / Assessment Fee</b>              | The fee (if any) payable by the Member or the Client (in the case of a Client Funded Subscription) for the relevant Audit or Assessment. Affiliate and Risk Assessment tiers carry no fee.                        |
| <b>Audit Application Form</b>              | The application or registration completed by the Member to create an account, register a profile, or request an Audit, Assessment or membership tier.                                                             |
| <b>Audit Result</b>                        | A Pass, Referred or Fail outcome in the Accredited tier, or a Prequalification Score in the Prequalified tier, as further described in Parts C and D.                                                             |
| <b>Business Day</b>                        | 9am to 5pm Monday to Thursday and 9am to 1pm on Friday, excluding bank or public holidays in the United Kingdom.                                                                                                  |
| <b>Certification</b>                       | The status awarded to a Certified Member that has self-submitted to, and continues to satisfy, the periodic Worker Compliance Audit regime described in Part G, and 'Certified' shall be interpreted accordingly. |

| Term                               | Definition                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certified Member</b>            | A Member in the paid Certified tier, which involves self-submission to periodic Worker Compliance Audits including payslip auditing under Part G.                                                                                                                                                                                                                                                                       |
| <b>Client</b>                      | An organisation using the network to manage compliance and assurance in its supply chains, including by commissioning Assurance and Verification Services.                                                                                                                                                                                                                                                              |
| <b>Client Funded Subscription</b>  | Where a Client has agreed to pay for a Member's membership, Audit, Assessment or Verification Check.                                                                                                                                                                                                                                                                                                                    |
| <b>Confidential Information</b>    | Any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as confidential, or which is developed by a party in performing its obligations under this Agreement.                                                                                                                                 |
| <b>Control</b>                     | The beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company, and Controls, Controlled and under common Control shall be construed accordingly.                                                                                                                                                              |
| <b>Data Protection Legislation</b> | Any applicable law relating to the processing, privacy and use of Personal Data, including UK GDPR, the Data Protection Act 2018 and any laws that amend, extend, re-enact, consolidate or replace these.                                                                                                                                                                                                               |
| <b>Effective Date</b>              | The date on which the Member first registers a profile, submits an Audit Application Form, accepts this Agreement on the Portal, or pays a fee, whichever is the earliest.                                                                                                                                                                                                                                              |
| <b>Force Majeure</b>               | Any event or circumstance beyond a party's reasonable control, including but not limited to acts of God, fire, flood, earthquake, epidemic or pandemic, war, terrorism, civil disorder, strikes or industrial action (other than by that party's own employees), failure of third-party telecommunications or utility infrastructure, or government action or regulation preventing or materially impeding performance. |
| <b>Group Companies</b>             | Any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity. (Formerly defined as 'Affiliates'.)                                                                                                                                                                                                                                                                 |

| Term                               | Definition                                                                                                                                                                                                                                                     |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Member</b>                      | Any organisation that registers for, or participates in, any tier of the network, whether free or paid. References to 'Subscriber' in any Schedule mean a Member in a paid tier.                                                                               |
| <b>Membership Tier</b>             | One of the tiers described in the Membership Tier Matrix: Affiliate Member, Risk Assessment, Prequalified, Accredited, or Certified.                                                                                                                           |
| <b>Network</b>                     | The Workforce Assured supply chain assurance network operated by WA and delivered through its technology and Portal (formerly the 'Scheme').                                                                                                                   |
| <b>Portal</b>                      | The dedicated online platform through which Members register, manage their profile, and upload documentation required for any tier or Service.                                                                                                                 |
| <b>Prequalification Assessment</b> | A remote, evidence-based assessment under the Prequalified tier, producing a Prequalification Score.                                                                                                                                                           |
| <b>Prequalification Score</b>      | The scored outcome of a Prequalification Assessment, expressed as a rating rather than a Pass or Fail.                                                                                                                                                         |
| <b>Reassessment</b>                | A review conducted following an Initial Audit to assess the Member's progress against the Audit Action Plan.                                                                                                                                                   |
| <b>Risk Assessment Member</b>      | A Member in the free Risk Assessment tier, which involves a Self-Assessment of workforce composition with no audit or verification by WA.                                                                                                                      |
| <b>Self-Assessment</b>             | Information self-declared by a Risk Assessment Member about its workforce composition, which WA records but does not audit or verify.                                                                                                                          |
| <b>Standards and Protocol</b>      | The questions, information requirements, scoring criteria, report templates and standards applicable to the relevant tier or Service, which WA may review and update periodically to reflect industry best practice.                                           |
| <b>Subscription Period</b>         | For paid tiers, 12 calendar months starting on the Initial Audit Date, the date a Prequalification Score is issued, or the date Certification commences, as applicable.                                                                                        |
| <b>Verification Check</b>          | An assurance and verification activity under Part F in respect of a Member's engagement and payment practices, including the examination of records such as contracts, timesheets, rate cards, payroll records and payslips for nominated workers and periods. |

| Term                           | Definition                                                                                                                                            |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Verification Records</b>    | The records reasonably required by WA to carry out a Verification Check, as described in Part F.                                                      |
| <b>WA Personnel</b>            | All employees, officers, staff, other workers, agents and consultants of WA and any of its subcontractors engaged in the performance of the Services. |
| <b>Worker Compliance Audit</b> | A periodic audit of a Certified Member's worker engagement and payment compliance under Part G, which includes payslip auditing.                      |

1.2 References to clauses are references to clauses of this Agreement unless otherwise stated.

1.3 "You", "Your" and "Yours" refer to the Member. "We", "us" and "our" refer to WA.

1.4 Headings are for convenience only and shall have no effect on interpretation.

1.5 A reference to a 'party' includes that party's personal representatives, successors and permitted assigns.

1.6 Words in the singular include the plural and vice versa, and words following 'include', 'including' or similar are illustrative only.

1.7 A reference to legislation is to that legislation as amended, extended, re-enacted or consolidated from time to time.

## 2. Application of this Agreement and Membership

2.1 This Agreement applies between WA and the Member for participation in the network, the provision of the Services and access to the Portal. It supersedes any previously issued terms and conditions, including WA-LGL-003 v1.0; v2.0.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Member's purchase conditions, order, specification or other document shall form part of this Agreement.

2.3 This Agreement is accepted, and a binding agreement is formed, on the earliest of the Member: (a) registering a profile or creating an account on the network; (b) submitting an Audit Application Form; (c) accepting this Agreement on the Portal; or (d) paying any fee. Acceptance applies to free tiers as well as paid tiers.

- 2.4 It is the Member's responsibility to ensure that all information provided on registration or in any Audit Application Form is accurate, complete and up to date.
- 2.5 For paid tiers, no binding obligation to supply a paid Audit or Assessment shall arise until WA's written acceptance of the Audit Application Form or WA confirming readiness to perform, whichever is earlier. WA may accept or reject an application at its discretion.
- 2.6 WA reserves the right to change this Agreement by giving the Member not less than 30 days' written notice (which may be given through the Portal). Where no objection is received within that period, or the Member continues to use the network, the change is deemed accepted.

### **Portal Use**

- 2.7 WA grants the Member a non-exclusive, non-transferable, revocable licence to access and use the Portal solely for the purposes of the Services and in accordance with this Agreement. WA may terminate this licence at any time. The Member may not: (a) decompile, reverse engineer, rent, lease, sell or sublicense the Portal or its content; (b) use monitoring or discovery tools, robots or spiders without WA's written permission; (c) transmit false, misleading, fraudulent or illegal communications; or (d) copy, modify or republish any part of the Portal except as permitted.
- 2.8 WA does not warrant that the Portal will be error-free, uninterrupted or always accessible, and may make changes to it at any time. Content on the Portal does not constitute legal advice.

## **3. Membership Tiers and Services**

- 3.1 The network offers the Membership Tiers described in the Membership Tier Matrix below. The Services available to a Member, and any fee, depend on the Member's tier. WA provides paid Services subject to payment of the applicable fees under clause 4.
- 3.2 The Membership Tiers are:
- **Affiliate Member (free):** registration of a company profile on the network. No audit, assessment, score or certificate is provided.

- Risk Assessment (free): a Self-Assessment by a subcontractor of its workforce composition. WA records the Self-Assessment but does not audit or verify it, and gives no assurance as to its accuracy.
- Prequalified (paid): a remote, evidence-based Prequalification Assessment producing a Prequalification Score (a scored rating, not a Pass or Fail).
- Accredited (paid): a full Audit under the Accredited tier, producing a Pass, Referred or Fail result and, on a Pass, an Accreditation Certificate.
- Certified (paid): the Member self-submits to periodic Worker Compliance Audits, including payslip auditing, under Part G. Certification is awarded and maintained while the Member continues to satisfy the periodic audit regime.

### Membership Tier Matrix

| Tier                    | Fee  | What happens                                    | Checks      | Outcome             | Certificate         | Clients        |
|-------------------------|------|-------------------------------------------------|-------------|---------------------|---------------------|----------------|
| <b>Affiliate Member</b> | Free | Register a company profile                      | None        | Profile             | No                  | Profile        |
| <b>Risk Assessment</b>  | Free | Self-declare workforce composition              | None (self) | Self-assess. record | No                  | Self-declared  |
| <b>Prequalified</b>     | Paid | Remote evidence-based assessment                | Remote      | Prequal. score      | Prequal. statement  | Score          |
| <b>Accredited</b>       | Paid | Full audit (Part C process)                     | On-site     | Pass / Ref. / Fail  | Accred. certificate | Status + cert. |
| <b>Certified</b>        | Paid | Periodic worker compliance audit incl. payslips | Periodic    | Certified status    | Certificate         | Status + cert. |

3.3 WA shall only provide Accreditation Certificates to Members who have Passed their Audit in the Accredited tier and paid all applicable fees, a Prequalification statement to Members who have completed a



Prequalification Assessment, and a Certification to Members in the Certified tier who maintain a satisfactory periodic Worker Compliance Audit record under Part G. Affiliate and Risk Assessment Members receive no certificate, score or promotion of compliance status.

- 3.4 The Member acknowledges and agrees that WA may share information regarding its participation and status in the network with Clients adopting the network, appropriate to the Member's tier (for example, profile details, Self-Assessment data, Prequalification Scores, or Accreditation status and certificates). For paid tiers, the Member further acknowledges and agrees that WA may share the Member's Audit report, Prequalification report and (where applicable) Audit Action Plan with any Client that has nominated the Member for participation in the network or that uses the network to manage its supply chain, regardless of whether the relevant membership or Service is funded by the Member or by a Client. By accepting this Agreement, the Member gives its express consent to such disclosure and waives any objection to WA sharing reports or assessments on this basis.

### **Assurance and Verification Services**

- 3.5 By becoming a Member of the network (in any tier), the Member authorises WA to carry out, from time to time and including at the request of a Client, Assurance and Verification Services in respect of the Member's workforce, engagement and payment practices, and agrees to provide the Verification Records reasonably required for those checks in accordance with **Part F**. Such checks may be conducted regardless of the Member's tier and without further charge to the Member unless otherwise agreed.
- 3.6 The authority in clause 3.5 is a standing authority that applies for the duration of the Member's participation in the network. It does not oblige WA to carry out any Verification Check, and the conduct, scope and frequency of any check are determined by WA, acting reasonably and in accordance with Part F and the Data Schedule.
- 3.7 Subject to payment of any applicable fees, the Member may request Additional Services or apply to move to a different tier. Moving to a paid tier is subject to acceptance and payment under clauses 2 and 4.
- 3.8 WA reserves the right to remove a Member from any listing, or to suspend or downgrade a Member's tier, where the Member fails to meet the applicable

standards, fails to pay any applicable fees, fails to provide Verification Records reasonably requested, or where WA suspects or becomes aware of illegal or unethical behaviour that undermines the integrity of the network.

## 4. Fees and Payment

- 4.1 The fees applicable to each Membership Tier and any Additional Services are published in the fee schedule within the FAQ section of WA's website, which WA may update from time to time on not less than 30 days' notice to affected Members. Fees for a specific engagement will also be set out in the relevant Audit Application Form or quotation. Any Audit or Assessment dates and outputs will not be confirmed or issued until all applicable fees have been paid in full.
- 4.2 For paid in-person Audits, the Audit Fee includes travel and accommodation expenses related to the Initial Audit (excluding the Republic of Ireland and Northern Ireland). WA reserves the right to charge for travel and accommodation where a Reassessment is conducted in person.
- 4.3 Where WA carries out a Verification Check under Part F, no fee is payable by the Member unless otherwise agreed in writing; Verification Checks are ordinarily commissioned and funded by a Client.
- 4.4 All fees are exclusive of VAT, which applies at the standard rate. The Member shall pay all invoices in full, without deduction or set-off, in cleared funds within 7 Business Days of the invoice date, to the bank account nominated by WA. Time of payment is of the essence and WA will not allocate an auditor or propose a date until the relevant fees are paid.
- 4.5 Where sums are not paid by the due date, WA may cancel the relevant date without liability and may charge interest at 4% per annum above the base rate of Barclays Bank UK PLC (or 4% per annum if that base rate is below 0%), accruing daily from the due date until payment in full.
- 4.6 Any changes to fees will be communicated to affected Members and shall not take effect for at least 30 days from being communicated.
- 4.7 If a Member in a paid tier does not achieve the expected outcome, or chooses not to proceed with a Reassessment, neither the Member nor a funding Client shall be entitled to a refund of any fees paid. WA does not offer credit; paid Services are paid for in full before delivery.

## 5. Duration

- 5.1 This Agreement begins on the Effective Date and continues until terminated by either party in accordance with clause 16.
- 5.2 Affiliate Member and Risk Assessment membership continue on a rolling basis until the Member closes its profile or WA removes it under clause 16. There is no annual audit cycle for the free tiers.
- 5.3 For paid tiers, the Subscription Period starts on the Initial Audit Date (Accredited) or the date a Prequalification Score is issued (Prequalified) and continues for 12 months. WA will usually give the Member around three months' notice before renewal, but it remains the Member's responsibility to apply for and pay for renewal in time.
- 5.4 If a Member in a paid tier does not renew or pay the applicable fee within 3 months following renewal, the paid membership terminates automatically, though free participation may continue.

## 6. Delivering Audits, Assessments and Verification Checks

- 6.1 The processes for each tier and Service are set out in the Schedules: Part C (Accreditation), Part D (Prequalification), Part E (Risk Assessment / Self-Assessment), Part F (Assurance & Verification) and Part G (Certification / Periodic Worker Compliance Audit).
- 6.2 WA will provide the Services in accordance with the applicable Standards and Protocol and with reasonable skill and care, and warrants that it holds and will maintain the licences, consents and permissions necessary to perform its obligations.
- 6.3 Time of performance is not of the essence. WA shall use reasonable endeavours to meet estimated dates, which are indicative only.
- 6.4 If a Member requests to postpone or reschedule a paid Initial Audit, Prequalification Assessment or Reassessment: (a) more than 15 Business Days before the date, WA will propose a new date, with no entitlement to a refund; (b) between 7 and 15 Business Days before, the applicable Rescheduling Fee applies; (c) less than 7 Business Days before, no refund is due and a further fee is payable to reschedule. The current Rescheduling Fee, together with all other fees applicable to each tier, is published in the fee schedule within the FAQ section of WA's website. Outstanding fees from a

previous Subscription Period must be paid before a new one starts. Where the membership is Client-funded, the Member is responsible for any Reassessment or Rescheduling Fees.

- 6.5 WA shall not be liable for any delay or failure caused or contributed to by the Member's failure to make a location available, to provide information or Verification Records, to comply with its obligations, by the Member's negligence or unlawful act, or by Force Majeure.
- 6.6 WA may periodically review and update the Standards and Protocol for any tier to maintain industry best practice. Members will be notified of material changes in advance. The current Standards and Protocol applicable to each tier are made available to Members on the Portal following registration. Where a Member has not yet registered, the Standards and Protocol applicable to their intended tier are available on request by emailing [ela@workforceassured.com](mailto:ela@workforceassured.com).

## 7. Member Obligations

- 7.1 The Member warrants that all information it provides, in any tier (including Self-Assessment data), is true, accurate and not misleading.
- 7.2 The Member shall:
- fully cooperate with WA and provide all access and information reasonably required to deliver the Services, including the Verification Records reasonably requested under Part F;
  - keep its profile, contact details and workforce information accurate and up to date on the Portal;
  - ensure it has sought all relevant consents and provided all relevant notices in relation to the data it provides, including making WA's worker privacy notice available to its workers;
  - comply with all applicable laws and maintain the licences, authorisations and approvals required for its activities under this Agreement.

## 8. Warranties

- 8.1 The Member warrants that it has provided WA with full and accurate information as to its business, workforce and needs, including any Self-Assessment data.

- 8.2 Subject to clause 8.3, WA warrants that the Services will be provided with reasonable skill and care within the meaning of Section 13 of the Supply of Goods and Services Act 1982.
- 8.3 WA shall not be liable for any breach of clause 8.2 caused or contributed to by the Member's breach, negligence or unlawful act, by Force Majeure, or by any requirement of the Member.
- 8.4 Other than as expressly set out in this Agreement, all conditions, warranties and terms implied by statute, common law or otherwise (including as to quality, fitness for purpose, or achieving a particular result) are excluded to the fullest extent permitted by Applicable Law. For the avoidance of doubt, WA gives no assurance as to the accuracy of Self-Assessment data declared by Risk Assessment Members.

## 9. Data Protection

- 9.1 Each party will comply with all applicable Data Protection Legislation.
- 9.2 The parties' respective roles as independent data controllers, and their obligations in relation to personal data processed in connection with this Agreement (including for Verification Checks), are set out in Part B (Data Schedule), which forms a binding part of this Agreement.
- 9.3 Where the Member provides personal data to WA for any tier or Service, the Member warrants that it has the necessary rights and lawful basis to share it and that doing so complies with Data Protection Legislation, and it undertakes to make WA's worker privacy notice available to the relevant workers.

## 10. Confidentiality

- 10.1 Each party shall keep confidential all Confidential Information of the other and use it only to perform this Agreement, save for information in the public domain (other than through breach), independently developed information, or disclosures required by law or regulator.
- 10.2 Neither party shall make any public announcement regarding this Agreement except as required by law or regulator. For the avoidance of doubt, this clause does not prevent WA from: (a) listing a Member's name, tier status, Prequalification Score, or Accreditation or Certification status on the network, the Portal or WA's website; or (b) referencing a Member's

participation in the network in WA's own marketing, case studies or promotional materials, provided WA does not disclose the content of any Audit report or Audit Action Plan except as permitted under clause 3.4. These confidentiality obligations survive termination for five years.

- 10.3 WA Marks. WA may, at its discretion, issue Members with logos, accreditation marks, certification marks, Prequalification marks or other WA branding (together, "WA Marks") on attaining or maintaining the relevant tier status, including by providing a link to download WA Marks electronically. Where WA issues WA Marks to a Member, the Member is authorised to use them solely to indicate its current status on the network, in its marketing, proposals, website, tender documentation and other publications, and only for so long as the relevant status is maintained. No other use is permitted. Authorisation to use WA Marks is personal to the Member, non-transferable, and may be withdrawn by WA at any time on written notice. Where a Member's status lapses, is suspended or is withdrawn, the authorisation ceases immediately and clause 16.4 applies. Unauthorised use of WA Marks, or continued use after authorisation has been withdrawn or status has lapsed, is a material breach of this Agreement.

## 11. Intellectual Property Rights

- 11.1 No Intellectual Property Rights of either party are transferred or licensed except as set out in this clause. WA retains all Intellectual Property Rights in the Services and the network, and grants the Member a non-exclusive, non-transferable, non-sublicensable licence to use them to the extent reasonably necessary to receive the Services.
- 11.2 Except as expressly set out, the Member acquires no right, title or interest in WA's Intellectual Property Rights, the network, the Portal, or any audit, assessment or verification methodology.

## 12. Anti-Bribery, Corruption and Fraud

- 12.1 Each party shall ensure that it and its associated persons do not breach, and shall maintain adequate procedures to prevent breach of, the Bribery Act 2010, the Criminal Finances Act 2017, or the Economic Crime and Corporate Transparency Act 2023, and shall not make or receive any bribe or improper payment in connection with this Agreement.

### 13. Modern Slavery

- 13.1 Each party shall comply with the Modern Slavery Act 2015 and ensure that all of its Group Companies so comply.

### 14. Indemnity and Insurance

- 14.1 The Member shall indemnify and keep indemnified WA against all actions, costs, claims, liabilities, losses and expenses (including in tort) to the extent due to breach of contract, negligence, wilful default or fraud of the Member, its employees, agents, representatives or supply chain (save to the extent directly caused by WA or WA Personnel).
- 14.2 The Member shall maintain insurance with reputable insurers to cover its obligations under this Agreement and, on request, supply evidence of it.

### 15. Limitation of Liability

- 15.1 This clause sets out the full extent of WA's liability under or in connection with this Agreement (whether in tort, contract or otherwise).
- 15.2 Subject to clause 15.5, WA's total aggregate liability shall not exceed: (a) for a Member in a paid tier, the total fees paid by the Member during the Subscription Period in which the event giving rise to the claim occurred; or (b) for a Member in a free tier (Affiliate Member or Risk Assessment), **£1,000**. This fixed cap also applies where no fee has been paid.
- 15.3 Subject to clause 15.5, WA shall not be liable for any consequential, indirect or special losses, or for loss of profit, revenue, data, software, use, production, contract, opportunity, savings, goodwill or business (whether direct or indirect).
- 15.4 WA gives no assurance as to, and shall not be liable for any reliance placed by any person on, Self-Assessment data declared by a Risk Assessment Member.
- 15.5 Nothing in this Agreement limits or excludes WA's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be limited by Applicable Law.
- 15.6 Each party shall take reasonable steps to mitigate any loss for which the other is entitled to bring a claim.



## 16. Termination

- 16.1 WA may terminate this Agreement or remove a Member from the network immediately on written notice if the Member commits a material or persistent breach not remedied within 30 days, fails to pay any sum due within 7 Business Days of notice that payment is overdue, or fails to provide Verification Records reasonably requested under Part F.
- 16.2 WA may terminate immediately on written notice on the Member's insolvency or related events (including ceasing business, inability to pay debts within section 123 of the Insolvency Act 1986, administration, winding up, or a freezing order).
- 16.3 WA may terminate, or remove or close a free Member's profile, on not less than 14 days' written notice for any other reason. A Member may close its profile or terminate at any time on written notice; a Member in a paid tier may terminate within 7 days of paying a fee and receive a refund provided no Services have been carried out for that period.
- 16.4 On termination (for any reason), all rights granted to the Member under this Agreement cease immediately. The Member shall: (a) immediately cease to hold itself out as a Member or as holding any status on the network (including Accredited, Certified or Prequalified); (b) immediately cease all use of WA Marks and remove them from all marketing materials and public-facing media, including but not limited to its website, digital documentation, email signatures, social media profiles, printed materials, tender submissions and any other form of publication or promotion, whether the benefit has already been gained or not; and (c) not represent, suggest or imply any current or former association with WA in any way that could mislead a third party as to its current status. These obligations apply immediately on termination and are not subject to any notice period or wind-down. No refund is due on termination except as set out in clauses 6.4 and 16.3. Accrued rights and any clause intended to survive termination are unaffected.

## 17. Force Majeure

- 17.1 Neither party is liable for delays or failures resulting from Force Majeure, and shall promptly notify the other when such an event causes a delay and when



it ceases. If a Force Majeure event continues for more than 10 weeks, the unaffected party may terminate on 14 days' written notice.

## 18. Notices

- 18.1 Notices must be in writing and in English, delivered by hand or post to the registered office, or by email (if to the Member, to its listed main contact; if to WA, to [ela@workforceassured.com](mailto:ela@workforceassured.com) or any director). Email notices are deemed received the next Business Day, provided no delivery failure is received. Changes to contact details must be notified and take effect 2 Business Days after deemed receipt.

## 19. General

- 19.1 Assignment and Successors. WA may transfer, assign or novate any or all of its rights and obligations under this Agreement to another organisation, including to any successor in title or acquirer of the whole or substantially the whole of WA's business or assets, without the Member's consent and without affecting the Member's rights or obligations. Where WA transfers this Agreement, the transferee inherits all of WA's rights, powers, discretions and benefits under it (including under clauses 3.5, 3.6, 10.3, 11, 14 and 15) as if it were named as WA throughout. References to WA in this Agreement include WA's successors in title and permitted assigns. The Member may not assign, subcontract or encumber any right or obligation under this Agreement without WA's prior written consent.
- 19.2 Set-Off. WA may set off any sums it owes the Member against any liability. The Member shall pay all sums owed without set-off, deduction or withholding, save as required by law.
- 19.3 Variation. WA may vary this Agreement on not less than 30 days' written notice (which may be given through the Portal).
- 19.4 Entire Agreement. This Agreement and the documents referred to in it constitute the entire agreement between the parties and supersede any previous arrangement, including WA-LGL-003 v1.0; v2.0. Each party confirms it does not rely on any representation not set out in this Agreement.
- 19.5 No Partnership or Agency. The parties are independent and are not partners, principal and agent, or employer and employee, and neither may bind the other.

- 19.6 Cumulative Remedies; Time; Further Assurance. WA's remedies are cumulative. Time is of the essence for the Member's obligations only. The Member shall, at WA's request and the Member's cost, do all acts and execute all documents necessary to give effect to this Agreement.
- 19.7 Equitable Relief; Severance; Waiver. WA is entitled to specific performance, injunction and other equitable relief without proof of special damages. If any provision is unenforceable, the remainder is unaffected and the provision applies with the minimum modification necessary. No failure or delay by WA operates as a waiver unless given in writing.
- 19.8 Third Party Rights. Save that any Group Company of WA may enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999 (without its consent being required to vary or terminate), a person who is not a party has no rights under that Act.
- 19.9 Conflicts. If there is a conflict between Part A, a Schedule, and an Audit Application Form, Part A prevails, save that Part B (Data Schedule) prevails on data protection matters.
- 19.10 Governing Law. This Agreement and any non-contractual disputes are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

## PART B: DATA SCHEDULE

This Data Schedule forms Part B of this Agreement and applies to all Members in all tiers. In the event of any conflict between Part A and this Schedule, this Schedule prevails on data protection matters.

### DS1. Workforce Assured as Independent Data Controller

WA acts as an independent data controller (within the meaning of Article 4(7) UK GDPR: an entity that determines the purposes and means of the processing of personal data) in respect of all personal data it collects, holds and processes in the course of operating the network and conducting audits, assessments and Verification Checks. WA determines the purposes and means of this processing independently, including the criteria, the categories of data collected, the methodology, and the systems on which data is held. The Member does not direct or control that processing, and WA does not act as the Member's data processor in respect of it.

#### DS1.2 Personal Data Processed

| Category                                 | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Categories of personal data</b>       | Identity data (names, job titles, contact details) of workers engaged by the Member; employment, engagement and payroll records including pay rates, gross/net pay, deductions, holiday pay and entitlement, and the contents of payslips, timesheets, rate cards and contracts examined in a Verification Check; right to work verification records; health, safety and welfare records where assessed; workforce-composition data declared in a Self-Assessment; contact details of the Member's officers and representatives.                                                                                                                                   |
| <b>Potentially sensitive identifiers</b> | Payslips and payroll records processed in the course of Verification Checks and Worker Compliance Audits may contain high-risk personal identifiers, including: National Insurance numbers (NINO); Unique Taxpayer References (UTR); home addresses and postcodes; bank account numbers and sort codes; and worker names in combination with any of the above. These are not special category data under Article 9 UK GDPR, but are recognised by the ICO as data warranting enhanced protection due to the risk of identity fraud and financial harm if disclosed. WA processes such identifiers only to the extent strictly necessary for the relevant check and |

| Category                     | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | applies enhanced technical and organisational safeguards, including restricted access controls, encryption in transit and at rest, and strict retention limits. Members are required to redact any high-risk identifiers not required for the specific check before submitting records to WA. Where full payslips are required for a Worker Compliance Audit under Part G, the Member confirms it has the lawful basis to disclose this data to WA as an independent controller acting under Article 6(1)(f) UK GDPR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Special category data</b> | Where audit or assessment criteria require assessment of health and safety practices, limited health-related data may be encountered. WA processes this only to the extent necessary with appropriate safeguards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Data subjects</b>         | Workers and contractors engaged by the Member; officers and representatives of the Member.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Lawful basis</b>          | <p>Legitimate interests (Article 6(1)(f) UK GDPR): WA has a legitimate interest in processing personal data to assess, score and verify employment, engagement and payment standards across the labour supply chain, including the conduct of Verification Checks across all tiers. This basis applies to all tiers, including free tiers (Affiliate Member and Risk Assessment), because the purpose of processing is WA's own assurance and verification activity, not the Member's instruction. Payroll and payslip data processed during Verification Checks and Worker Compliance Audits are not special category data under Article 9 UK GDPR and are processed under Article 6(1)(f) alone. A Legitimate Interests Assessment (LIA) covering all tiers, Verification Checks and payslip/payroll processing has been completed and is held on record by WA. The LIA concludes that:</p> <p>(i) WA has a genuine legitimate interest in verifying labour supply chain payment and engagement practices for the benefit of clients and workers; (ii) the processing is necessary to achieve that purpose; and (iii) the interests of data subjects are not overridden, given that workers have reasonable expectations that their engagement and payment records may be reviewed by compliance bodies operating in this sector, and WA applies appropriate safeguards. The Member's contractual acceptance of the Assurance and Verification authority in</p> |

| Category         | Details                                                                                                                                                                                         |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | clause 3.5, confirmed by an affirmative acceptance on the Portal at registration, further supports the lawfulness and transparency of this processing.                                          |
| <b>Retention</b> | Audit, assessment and verification working papers and personal data: 6 years from the date of the relevant report or check. Membership and status records: duration of membership plus 6 years. |

### DS1.3 Privacy Notice for Workers

WA maintains a privacy notice for workers whose personal data is processed during any audit, assessment or Verification Check. By accepting this Agreement, the Member (in any tier) undertakes to make this notice available to its workers prior to or at the commencement of any such activity. The notice is provided in the initiation pack and is available from WA on request. This obligation is mandatory and applies regardless of the Member's tier.

### DS2. Member Data Protection Obligations

The Member is an independent data controller in respect of personal data it holds about its own workers and contractors. By accepting this Agreement, the Member: confirms it has a lawful basis for disclosing personal data (including payroll and payslip data) to WA for audit, assessment and verification purposes; undertakes to make WA's worker privacy notice available to its workers; warrants that personal data provided is accurate and up to date; agrees to comply with Data Protection Legislation; agrees to notify WA promptly of any inaccuracy; and agrees to co-operate with WA on data subject rights requests.

### DS3. Data Breach

Each party is an independent data controller and is solely responsible for its own compliance with Articles 33 and 34 UK GDPR. No party is obliged to notify another of a personal data breach, though it may do so voluntarily; any voluntary notification does not create an ongoing obligation or constitute an admission of liability.

### DS4. Data Subject Rights

WA is responsible for responding to data subject rights requests in respect of personal data it holds as controller; requests may be directed to

ela@workforceassured.com. Where a party receives a request relating to data held by another party, it shall forward it within 5 working days.

### **DS5. Security**

Each party shall implement appropriate technical and organisational measures to protect personal data. WA's measures include encryption at rest and in transit, access controls, annual penetration testing and Cyber Essentials Plus certification. Further details of WA's technical and organisational security measures are available on request by emailing ela@workforceassured.com.

### **DS6. General**

This Schedule is governed by the laws of England and Wales. WA may update it from time to time to reflect changes in data protection law or its practices, on not less than 30 days' notice; continued participation constitutes acceptance. Nothing in this Schedule constitutes an Article 28 UK GDPR processing agreement. WA's designated DPO contact is ben.wardleworth@workforceassured.com.

## PART C: ACCREDITATION AUDIT PROCESS SCHEDULE

This Schedule sets out the process for Initial Audits, Reassessments and Renewal Audits under the Accredited tier. Timescales are targets unless stated as mandatory; time is not of the essence in relation to WA's delivery.

### Stage 1: Initiation

- Either a Client or the Member engages with WA. Where engagement is Client-led, the Client provides a list of nominated suppliers for accreditation audits.
- WA issues an email to each Member detailing the accreditation scope (employment business/labour agency, construction contractor, or payroll intermediary), the cost, the application link, and the Standards and Protocol.
- The Member completes the Audit Application Form and accepts this Agreement. WA issues an invoice for the Audit Fee.

### Stage 2: Processing and Scheduling

- On receipt of payment, WA proposes an Initial Audit Date, which the Member confirms within 2 Business Days. The audit is allocated to a WA Auditor based on the requested location.
- WA grants Portal access. The Member uploads all pre-audit information, clearly labelled, by the date requested (usually at least 5 Business Days before the Initial Audit Date).

### Stage 3: Audit Delivery

- The Initial Audit is usually conducted within 8 weeks of receipt of the Audit Fee, at the Audit Location.
- Most Reassessments take place over a Teams call capped at 2 hours; more detailed Reassessments (up to half a day) attract a higher Reassessment Fee.
- Following the Initial Audit, 15 Business Days is allocated for finalisation: 5 Business Days for the Member to submit outstanding information, and 10 Business Days for drafting, quality review and issuance. Time is not of the essence for WA's delivery.

### Stage 4: Audit Results

| Result          | Meaning and Next Steps                                                                                                                                                                                                       |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Pass</b>     | The Member has met the required standard. WA confirms accreditation and issues an Accreditation Certificate.                                                                                                                 |
| <b>Referred</b> | The Member has not met all required standards but may do so following a Reassessment. WA prepares an Audit Action Plan and invoices the Reassessment Fee; the Member has 5 Business Days to confirm whether it will proceed. |
| <b>Fail</b>     | Following Reassessment, the Member has not met the required standard. The Member will not be Accredited and must pay a further Reassessment Fee for any further Reassessment.                                                |

Where a Referred Member declines to proceed, its status is updated to Failed. On a successful Reassessment, WA confirms Accreditation and issues an Accreditation Certificate (PDF) showing the Member's name and company number, the Standards and Protocol under which it is Accredited, and the Subscription Expiry Date.

### Stage 5: Finalisation and Status

| Status                                | Description                                                                                          |
|---------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Registered</b>                     | An Affiliate Member with a profile on the network (free tier).                                       |
| <b>Self-Assessed</b>                  | A Risk Assessment Member that has submitted a Self-Assessment (free tier).                           |
| <b>Prequalified</b>                   | A Member that holds a current Prequalification Score (Part D).                                       |
| <b>Accredited</b>                     | The Member has passed and holds a current Accreditation.                                             |
| <b>Certified</b>                      | The Member holds current Certification and is subject to periodic Worker Compliance Audits (Part G). |
| <b>Referred</b>                       | The Member has not passed and an Audit Action Plan is in progress.                                   |
| <b>Referred - Reassessment Booked</b> | Reassessment has been agreed and is scheduled.                                                       |
| <b>Result Pending</b>                 | The audit has taken place and the report is being finalised.                                         |
| <b>Accreditation Failed</b>           | The Member has failed following Reassessment.                                                        |
| <b>Audit / Score Expired</b>          | The audit or score is more than 12 months old and has not been renewed.                              |



| Status                    | Description                                          |
|---------------------------|------------------------------------------------------|
| <b>Membership Expired</b> | The Subscription Period has elapsed without renewal. |

## Stage 6: Annual Renewals

- WA usually issues renewal reminders 3 months, 2 months and 1 month before the Audit Expiry Date. Stages 1 to 5 repeat for each Renewal Audit.
- It is the Member's responsibility to confirm renewal. If a Renewal Audit does not take place before the Audit Expiry Date, the Member is no longer Accredited, must not hold itself out as such, and must not use any WA Marks or materials until renewal is completed.

## PART D: PREQUALIFICATION PROCESS SCHEDULE

This Schedule sets out the process for the Prequalified tier. Prequalification is a remote, evidence-based assessment producing a Prequalification Score (a scored rating) rather than a Pass or Fail outcome.

### Process

- The Member (or a Client on its behalf) applies for Prequalification and accepts this Agreement. WA issues an invoice for the Assessment Fee.
- On receipt of payment, WA grants Portal access. The Member uploads the requested evidence against the Prequalification Standards and Protocol.
- WA conducts the assessment remotely, reviewing the evidence against the scoring criteria. No on-site visit is required.
- WA issues a Prequalification Score and statement, which may be shared with Clients. The Score is valid for 12 months unless stated otherwise.
- A Member may apply to upgrade to the Accredited tier (Part C) at any time, subject to acceptance and payment.

The Prequalification Score reflects the evidence assessed and the Standards and Protocol in force at the time of assessment. It is not a guarantee of compliance and does not constitute Accreditation.

## **PART E: RISK ASSESSMENT (SELF-ASSESSMENT) SCHEDULE**

This Schedule sets out the free Risk Assessment tier, available to subcontractors wishing to detail their workforce composition. The tier is a Self-Assessment: there is no audit and no verification by WA.

### **Process**

- The subcontractor registers for the Risk Assessment tier and accepts this Agreement (free of charge).
- The Member completes the Self-Assessment questionnaire on the Portal, declaring its workforce composition and related information.
- WA records the Self-Assessment and may make the self-declared data visible to Clients, clearly identified as self-declared and unverified.
- WA does not audit, score or verify the Self-Assessment and gives no assurance as to its accuracy. The Member warrants that its declarations are true and not misleading (clauses 7.1 and 8.1).
- A Member may apply to move to the Prequalified or Accredited tier at any time, subject to acceptance and payment.

## PART F: ASSURANCE & VERIFICATION SCHEDULE

This Schedule sets out how WA carries out the Assurance and Verification Services authorised under clause 3.5. These services support clients in assuring engagement and payment practices across their supply chains and apply to Members in all tiers.

### F1. Scope

A Verification Check is an assurance activity in respect of a Member's engagement and payment practices for nominated workers and periods. WA conducts checks in accordance with the applicable Standards and Protocol and the Data Schedule, acting reasonably as to scope and frequency. A check is typically commissioned by a Client and may be carried out regardless of the Member's tier.

### F2. Verification Records

To enable a Verification Check, the Member shall provide, for the nominated workers and periods, the records WA reasonably requests, which may include: engagement contracts and assignment schedules; rate cards and agreed pay rates; timesheets and records of hours worked; payroll records and deduction breakdowns; payslips; holiday pay records; and right to work documentation. WA will identify the records required and the workers and period in scope.

### F3. Process and Timescales

- WA notifies the Member of a Verification Check and the Verification Records required, through the Portal or by email.
- The Member uploads the requested Verification Records, clearly labelled, within 10 Business Days of the request (or as otherwise agreed).
- WA reviews the Verification Records, may raise follow-up queries, and prepares its findings.
- Where the check is Client-commissioned, WA shares its findings with the commissioning Client. Findings may also inform the Member's status on the network.

### F4. Fees

No fee is payable by the Member for a Verification Check unless otherwise agreed in writing. Verification Checks are ordinarily commissioned and funded by a Client.

## **F5. Data Protection**

WA processes personal data within Verification Records as an independent data controller in accordance with Part B. The Member shall make WA's worker privacy notice available to the relevant workers prior to or at the commencement of a Verification Check, and should redact any data not required for the check where practicable.

## **F6. Member Co-operation**

Failure to provide the Verification Records reasonably requested, within the timescales set out, may result in the Member's status being updated, suspended or removed under clause 3.8, and may be treated as a breach under clause 16.1.

## **PART G: CERTIFICATION (PERIODIC WORKER COMPLIANCE AUDIT) SCHEDULE**

This Schedule sets out the Certified tier. A Certified Member participates in a regime of periodic Worker Compliance Audits, which include payslip auditing, so that it can demonstrate ongoing worker compliance to Clients across the supply chain. Certification is a paid tier.

### **G1. Scope and Member Participation**

By joining the Certified tier, the Member participates in periodic Worker Compliance Audits carried out by WA under this Schedule for the duration of its Certification. This is in addition to, and operates alongside, the standing Assurance and Verification authority in clause 3.5 and Part F.

### **G2. What a Worker Compliance Audit Covers**

A Worker Compliance Audit reviews the Member's worker engagement and payment compliance for 100% of the Member's worker population for the relevant pay period. It includes payslip auditing, covering the examination of payslips, payroll records, rate cards, timesheets, deduction breakdowns, holiday pay records and right to work documentation, assessed against the applicable Standards and Protocol. Payslip and payroll data may be provided by the Member through manual upload to the Portal, or through a direct integration between WA's systems and the Member's payroll software where such integration is available and agreed between the parties. WA may develop and offer payroll integrations from time to time; the method of data provision does not affect the Member's obligations under this Schedule.

### **G3. Frequency and Scheduling**

In the Certified tier, Worker Compliance Audits are conducted monthly and cover 100% of the Member's worker population for the relevant pay period. WA schedules each monthly audit and notifies the Member of the workers and periods in scope and the records required. The Member shall ensure those records are made available to WA within the timescales set out in Part F, whether by upload to the Portal or through an agreed payroll integration. Where a Member's Audit Application Form specifies a different frequency (for example where agreed in writing with WA), that frequency governs; in all other cases monthly 100% coverage is the default and mandatory standard for this tier.

#### **G4. Outcome and Maintaining Certification**

Following each Worker Compliance Audit, WA records the outcome and may share it with Clients. Certification is awarded and maintained while the Member continues to satisfy the periodic audit regime. Where a Member fails to satisfy an audit or to provide the records required, WA may require remedial action and may suspend or withdraw Certification and update the Member's status under clause 3.8.

#### **G5. Fees**

Certification is a paid tier charged as an annual fee, as set out in the Member's Audit Application Form or quotation. The annual fee covers the periodic Worker Compliance Audits conducted during the 12-month Subscription Period.

#### **G6. Data Protection**

WA processes personal data within the records examined in a Worker Compliance Audit as an independent data controller in accordance with Part B. The Member shall make WA's worker privacy notice available to the relevant workers prior to or at the commencement of each Worker Compliance Audit.