

## TERMS OF BUSINESS – INTRODUCTION & SUPPLY OF TEMPORARY WORKERS

### 1. DEFINITIONS & INTERPRETATION

1.1. In these Terms of Business (Terms), the following definitions apply:

**Agency Worker** means an agency worker within the meaning of the AWR who may be (i) engaged directly by Konnect under a contract for services or (ii) employed by an Intermediary under a contract of service;

**Assessment** means a written assessment, in a format acceptable to Konnect, as to whether the Assignment falls within the scope of section 61M of ITEPA;

**Assignment** means the temporary role or project which the Temporary Worker shall undertake for the Client;

**AWR** means the Agency Workers Regulations 2010;

**Charges** means the charges made by Konnect for the supply of the Temporary Worker including the Temporary Worker's hourly or daily rate, Konnect's commission, any agreed expenses and, where relevant, any Employer's National Insurance contributions, pension contributions, apprenticeship levy, holiday pay and additional monies due pursuant to the AWR;

**Client** means the person, firm, organisation, partnership or company to which the Temporary Worker is introduced by Konnect including, where applicable, any holding, subsidiary, associated or connected company which may Engage the Temporary Worker;

**Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**Contractor** means a limited company or limited liability partnership engaged by Konnect under a contract for services and supplied to the Client to perform the Services;

**Data** means personal data and special/sensitive personal data within the meaning of the Data Protection Legislation;

**Data Protection Legislation** means the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any other relevant legislation relating to data privacy;

**Employee** means a director or employee of Konnect with whom the Client has had material dealings;

**Engagement** means the engagement, employment or use of the Temporary Worker by the Client (or relevant third party) on any basis whatsoever, whether directly or through any party other than Konnect. Engage, Engages and Engaged shall be interpreted accordingly;

**Extended Hire Period** means an extension of the Assignment for 26 weeks following expiry of the Client's notice under clause 10.3;

**Intermediaries Legislation** means Chapter 10 of Part 2 of ITEPA;

**Intermediary** means a third-party company which is engaged by Konnect to supply an Agency Worker or Subcontractor;

**Introduction** means (i) the provision by Konnect to the Client of a CV or other information which expressly or impliedly identifies a Temporary Worker (ii) the arrangement of an interview or meeting between the Client and a Temporary Worker whether face to face, by telephone, by web/video conference or by any other means or (iii) the supply of a Temporary Worker; "Introduces" and "Introduced" shall be interpreted accordingly;

**ITEPA** means the Income Tax (Earnings and Pensions) Act 2003;

**Konnect** means Konnect Recruit Limited (Registered in England and Wales No. 10000208) whose address for correspondence is Fairways House Offices, Mount Pleasant Road, Southampton, SO14 0QB;

**Order Confirmation** means the document confirming details of the Assignment which is issued to the Client by Konnect;

**Payment Terms** means 14 days from the date of Konnect's invoice;

**Public Authority** means a public authority within the meaning of section 61L of ITEPA;

**Quba** means Quba Solutions Limited (Registered in England & Wales No. 07907578) whose registered office is 1 Widcombe Street, Poundbury, Dorchester, Dorset, DT1 3BS;

**Relevant Period** means the later of (i) the period of 8 weeks commencing on the day after the Temporary Worker last worked for the Client during an Assignment or (ii) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for the Client during an Assignment but, in determining the first day on which the Temporary Worker worked for the Client, a prior Assignment shall be disregarded where more than 42 days have passed between Assignments;

**Recruitment Services** means the Introduction and supply of Temporary Workers to the Client by Konnect;

**Remuneration** means (i) the gross annualised remuneration package payable to the Temporary Worker for the Engagement including, without limitation, basic salary, guaranteed and anticipated bonuses, guarantee payments, commission, allowances, all other emoluments and taxable benefits or (ii) if the Temporary Worker is Engaged on a self-employed basis, via a personal services company or through any third party company, firm or business, the total estimated annualised fees payable in respect of the Temporary Worker's services;

**Representative** means the director, employee or worker of a Contractor who performs the Services on behalf of the Contractor;

**Restricted Period** means the later of (i) six months from the end of the Assignment or (ii) six months from the most recent introduction of the Temporary Worker to the Client;

**SDC** means supervision, direction or control (or the right thereof) as to the manner in which the Services are carried out;

**Services** means the work to be carried out by the Temporary Worker during the course of the Assignment as described in the Order Confirmation;

**Subcontractor** means a self-employed person, engaged via an Intermediary under a contract for services;

**Temporary Worker** means the person, firm or limited company Introduced to the Client by Konnect to perform an Assignment and, save where otherwise indicated, includes a Contractor, Representative, Subcontractor and Agency Worker;

**Transfer Fee** means the fee payable by the Client upon the Engagement of a Temporary Worker pursuant to clause 10.1; and

**WTR** means the Working Time Regulations 1998.

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the other genders and vice-versa.

1.3. Any reference to a person includes both a legal person and a natural person.

1.4. A reference to a party means either Konnect or the Client and a reference to the parties means both Konnect and the Client.

1.5. Any phrase introduced by the words including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those words.

1.6. Any reference to legislation includes any amendment or re-enactment of such legislation from time to time and any secondary legislation which may be made under such legislation.

1.7. The headings in these Terms are for convenience only and do not affect the interpretation of any clause.

### 2. THE TERMS

2.1. These Terms, together with the Order Confirmation where applicable, comprise the entire agreement between the parties for the supply of a Temporary Worker to the Client to the exclusion of any alternative terms which are proposed or issued by the Client unless otherwise agreed in writing by a director of Konnect. In the event of any conflict or inconsistency between the documents, the Order Confirmation shall take priority.

2.2. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of Konnect and the Client, are set out in writing and a copy of the varied Terms is given to the Client stating the date on or after which such varied Terms shall apply. Where any variation or amendment to the Terms affects Quba's rights under clauses 2.4 or 14.2, the parties acknowledge that such variation or amendment shall also be subject to the prior written consent of Quba.

2.3. These Terms shall be deemed to have been accepted by the Client upon confirming their acceptance in writing, instructing Konnect to introduce or supply a Temporary Worker or Engaging the Temporary Worker, whichever occurs first.

2.4. The Client acknowledges that Konnect has engaged Quba to provide factoring services and the legal and beneficial title to all Charges under these Terms has been assigned to Quba. The Client must therefore remit all Charges directly to Quba strictly in accordance with clause 9.1 of these Terms, without deduction or set off.

2.5. Unless Konnect notifies the Client that a Temporary Worker has opted-out of the Conduct Regulations, the Conduct Regulations shall apply to any Assignment carried out by a Temporary Worker.

2.6. For the purposes of the Conduct Regulations, Konnect shall act as an employment business when providing Recruitment Services under these Terms.

### 3. INTRODUCTIONS

3.1. Konnect shall provide Recruitment Services to the Client and use reasonable endeavours to introduce Temporary Workers from time to time who:

3.1.1. Meet the criteria specified by the Client pursuant to clause 4.1 where applicable; or

3.1.2. Konnect believes may otherwise be of interest or relevance to the Client.

### 4. CLIENT OBLIGATIONS

4.1. The Client must inform Konnect of:

4.1.1. The information relating to an Assignment specified in Regulation 18 of the Conduct Regulations;

4.1.2. Whether the Temporary Worker requires a DBS disclosure or any other check or clearance to carry out the Assignment;

4.1.3. Any Health and Safety information which is relevant to the Assignment;

4.1.4. Such information as Konnect may require to comply with the WTR and the Client shall do nothing to cause Konnect to breach the WTR; and

4.1.5. Any reason why it may be detrimental to the interests of the Temporary Worker to carry out the Assignment.

4.2. The Client must:

4.2.1. Provide a safe working environment for the Temporary Worker;

4.2.2. Ensure that, where applicable, the Temporary Worker uses all necessary safety and personal protective equipment during the Assignment;

4.2.3. Comply with all statutory provisions, by-laws, codes of practice and other legal obligations in respect of the Temporary Worker's health and safety whilst carrying out an Assignment including, without limitation, the Health and Safety at Work Act 1974 and



- the Management of Health and Safety at Work Regulations 1999;
- 4.2.4. Maintain records of any accident or injury affecting the Temporary Worker and provide copies of such records to Konnect upon demand;
- 4.2.5. Unless otherwise agreed with Konnect in writing, ensure that the Temporary Worker is insured under the Client's own insurance policies; and
- 4.2.6. Indemnify Konnect for any claim arising out of or in connection with the death or personal injury of a Temporary Worker in the course of or as a result of an Assignment.
- 4.3. The Client must not and must ensure that its employees, subcontractors and representatives do not unlawfully discriminate against, harass or victimise any Temporary Worker.
- 4.4. The Client must not request the supply of a Temporary Worker to perform the duties normally performed by (i) a worker who is taking part in official industrial action or (ii) a worker who has been transferred by the Client to perform the duties of a person taking part in official industrial action.
- 4.5. The Client must notify Konnect immediately if the Client intends to Engage a Temporary Worker, extend an Assignment or otherwise vary an Assignment in any way.

#### 5. ADDITIONAL CLIENT OBLIGATIONS RELATING TO AGENCY WORKERS

- 5.1. The Client shall exercise supervision, direction and control over Agency Workers at all times during the Assignment.
- 5.2. The Client must comply with the AWR and assist Konnect in complying with the AWR by, without limitation:
- 5.2.1. Notifying Konnect without delay if the Agency Worker has been supplied to the Client by any other Company in the six-month period prior to commencement of the Assignment;
- 5.2.2. Providing the Agency Worker with access to collective facilities and amenities and information about permanent employment opportunities with the Client;
- 5.2.3. Where relevant, providing written details to Konnect of the relevant terms and conditions which apply to any actual or hypothetical comparator to the Agency Worker together with any amendments to such terms and conditions where appropriate;
- 5.2.4. Co-operating with Konnect in responding to or assisting Konnect with responding to any question or complaint made under the AWR in a timely manner;
- 5.2.5. Permitting a pregnant Agency Worker to attend ante-natal appointments, with pay, during working time after the 12-week qualifying period;
- 5.2.6. Carrying out a risk assessment in respect of any pregnant Agency Worker and making such adjustments to the Assignment as are necessary to protect the Agency Worker's health and wellbeing or, where necessary, identifying a suitable alternative Assignment within the Client's organisation for the Agency Worker to perform; and
- 5.2.7. Agreeing to a proportional increase in the Charges where necessary to ensure that the Agency Worker receives equal treatment in respect of all relevant terms and conditions after the 12-week qualifying period.

#### 6. ADDITIONAL CLIENT OBLIGATIONS RELATING TO CONTRACTORS & SUBCONTRACTORS

- 6.1. If requested by Konnect, the Client shall provide all such information as Konnect shall require to determine whether or not a Temporary Worker shall be subject to SDC during an Assignment. The Client acknowledges that Konnect shall rely upon any such information which is provided and the Client warrants that such information shall be accurate.
- 6.2. If Konnect agrees to supply or may potentially supply a Contractor to the Client for an Assignment and the Assignment falls within the scope of the Intermediaries Legislation, the Client must:
- 6.2.1. Notify Konnect of this information without delay;
- 6.2.2. Provide an Assessment to Konnect prior to commencement of the Assignment;
- 6.2.3. Ensure that any Assessment provided to Konnect is accurate; and
- 6.2.4. Provide all such information as Konnect may reasonably require, without delay, to justify or support the Assessment.
- 6.3. The Client shall indemnify and keep indemnified Konnect against any liability for PAYE income tax or National Insurance contributions (including any penalties) suffered or incurred by Konnect in relation to any Temporary Worker where the Client (i) provides an inaccurate Assessment (ii) fails to provide an Assessment in accordance with clause 6.2.2 or (iii) fails to comply with clause 6.7.
- 6.4. Subject to clause 6.8, the Client acknowledges that a Contractor may supply an alternative Representative to perform the Services from time to time and, subject to verifying that the alternative Representative is equally skilled, qualified, security cleared and able to perform the Services, the Client shall accept the supply of such alternative Representative.
- 6.5. Subject to clause 6.8, the Client shall not move any Contractor or Subcontractor to a different task or project or otherwise materially vary the Assignment without first agreeing such move or variation with Konnect.
- 6.6. Subject to clause 6.8, the Client acknowledges that a Contractor or Subcontractor shall determine their own schedule when performing the Services and the location in which such Services are performed, subject to the Client's reasonable operational requirements and the specific nature of the Assignment.
- 6.7. Subject to clause 6.8, the Client shall not exercise or permit any third party to exercise SDC over any Contractor or Subcontractor during an Assignment. Nothing in this clause shall affect the Client's obligations under clause 4.1 or prevent the Client from periodically checking that the Services have been performed to the expected standard.
- 6.8. Clauses 6.4 - 6.7 shall not apply in respect of an Assignment inside the Intermediaries Legislation which is performed by a Contractor.

#### 7. TEMPORARY WORKER CHECKS

- 7.1. Konnect shall:
- 7.1.1. Take all reasonably practicable steps to ensure that the Temporary Worker and the Client are each aware of any requirements imposed by law, or by any professional body, which must be satisfied by the Client or the Temporary Worker to enable the Temporary Worker to perform the Assignment;
- 7.1.2. Make all such reasonably practicable enquiries to ensure that it would not be detrimental to the interests of the Temporary Worker or the Client for the Temporary Worker to perform the Assignment for the Client;
- 7.1.3. Where required to do so under the Conduct Regulations, take all reasonably practicable steps to:
- 7.1.3.1. Obtain copies of any relevant qualifications or authorisations of the Temporary Worker and offer to provide copies of those documents to the Client;
- 7.1.3.2. Obtain two references from persons who are not relatives of the Temporary Worker and who have agreed that the reference provided may be disclosed to the Client; and
- 7.1.3.3. Confirm that the Temporary Worker is suitable for the position concerned.

#### 8. TIMESHEETS

- 8.1. At the end of each week of an Assignment, the Client shall approve a timesheet in a format specified by Konnect verifying the times worked by the Temporary Worker during that week.
- 8.2. The Client is responsible for ensuring that the times shown on the Temporary Worker's timesheet are correct and that only duly authorised employees approve the timesheet.
- 8.3. If the Client is unwilling to approve a Temporary Worker's timesheet because the Client disputes the time claimed to have been worked, the Client shall inform Konnect as soon as reasonably practicable and shall provide all such information as Konnect shall require, without delay, to enable Konnect to establish the time which was worked by the Temporary Worker.
- 8.4. The Client must not refuse to approve a timesheet on the basis that the Client is dissatisfied with the Services or any other matter relating to the Temporary Worker but the Client may be entitled to terminate the Assignment in accordance with clause 12 below.
- 8.5. The Client acknowledges that Konnect shall rely upon the Client's confirmation of the time worked by the Temporary Worker and:
- 8.5.1. the Client shall not retrospectively adjust the time confirmed as having been worked by the Temporary Worker; and
- 8.5.2. if the Client refuses or fails to approve the Temporary Worker's timesheet in accordance with these Terms, Konnect may submit an invoice to the Client based upon the Temporary Worker having provided the Services for 60 hours within the relevant week.

#### 9. CHARGES

- 9.1. The Client shall be liable to Konnect for the Charges as agreed and set out in the Order Confirmation, which Konnect shall endeavour to issue prior to commencement of the Assignment or otherwise within three business days.
- 9.2. Konnect shall issue an invoice to the Client for the Charges each week and the Client must settle such invoice within the Payment Terms.
- 9.3. VAT shall be charged at the standard rate on all sums invoiced under these Terms and, for the avoidance of doubt, as an employment business, Konnect is not within scope of the reverse charge VAT for construction services.
- 9.4. Konnect may vary the Charges, by giving written notice to the Client, to reflect any additional cost in supplying the Temporary Worker for any reason including, without limitation, the AWR or a legislative change.
- 9.5. Konnect shall not give any refund or rebate in respect of the Charges and, save as required by law, the Client shall pay the Charges without set off or deduction for any reason including, without limitation, the CITB levy or any defect in the Services.
- 9.6. If an invoice is not paid within the Payment Terms, Konnect may:
- 9.6.1. Terminate the supply of Temporary Workers to the Client without notice;
- 9.6.2. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, charge late payment interest at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of payment together with statutory compensation; and
- 9.6.3. Refer the collection of such payment to its legal representatives and, in such circumstances, the Client shall be liable for all costs, fees (including legal fees on an indemnity basis), charges and disbursements incurred by Konnect in recovering payment from the Client.
- 9.7. Konnect shall be responsible for making all payments to the Temporary Worker for the Services.
- 9.8. If the Client employs or engages any Employee, directly or indirectly, within 6 months of such Employee leaving Konnect's employment, the Client shall pay a fee to Konnect, which shall be a sum equivalent to 25% of the Employee's gross annualised remuneration in the last year of the Employee's service with Konnect. The fee shall be payable by the Client within the Payment Terms and the Client shall not be entitled to a refund if the employment or engagement terminates for any reason.

#### 10. TRANSFER FEES

- 10.1. Subject to clause 10.3, the Client shall pay a Transfer Fee if the Client (i) Engages a Temporary Worker Introduced by Konnect or (ii) introduces the Temporary Worker to a third party who



Engages the Temporary Worker and:

- 10.1.1. Where Connect has not supplied the Temporary Worker to the Client following such Introduction, such Engagement commences within the Restricted Period;
  - 10.1.2. Where Connect has supplied the Temporary Worker to the Client and the Temporary Worker has not opted out of the Conduct Regulations, such Engagement commences within the Relevant Period; or
  - 10.1.3. Where Connect has supplied the Temporary Worker to the Client and the Temporary Worker has opted out of the Conduct Regulations, such Engagement commences within the Restricted Period.
- 10.2. The Transfer Fee shall be a sum equivalent to 25% of the Remuneration payable in respect of the Engagement. If the Remuneration is not disclosed to Connect or if it is impracticable to calculate the Remuneration, the Transfer Fee shall be the hourly Charge at which the Temporary Worker was (or would have been) supplied to the Client multiplied by 400 or, if applicable, the daily Charge at which the Temporary Worker was (or would have been) supplied to the Client multiplied by 60.
  - 10.3. Where the Temporary Worker has not opted out of the Conduct Regulations, the Client may, instead of paying the Transfer Fee, by giving one week's written notice to Connect prior to the commencement of any Engagement, request that the Temporary Worker provides the Services for the Extended Hire Period commencing on the date on which such written notice expires.
  - 10.4. During the Extended Hire Period, Connect shall supply the Temporary Worker:
    - 10.4.1. On terms no less favourable than the terms which applied immediately before Connect received the notice pursuant to clause 10.3; or
    - 10.4.2. Where Connect has not previously supplied the Temporary Worker to the Client, on such terms as Connect may reasonably specify.
  - 10.5. If Connect is unable to supply the Temporary Worker for any part of the Extended Hire Period for a reason outside of Connect's control or if the Client does not wish to hire the Temporary Worker on the terms as set out in clause 10.4, the Client shall pay the Transfer Fee, reduced in proportion to any part of the Extended Hire Period for which the Temporary Worker was supplied by Connect following expiry of the Client's written notice under clause 10.3.
  - 10.6. No refund or rebate of the Transfer Fee will be given by Connect for any reason.

#### 11. CONFIDENTIALITY, DATA PRIVACY & ANTI-CORRUPTION

- 11.1. The Client acknowledges that, unless otherwise agreed between the parties in writing, Connect and the Client shall each act as data controllers in respect of any Data relating to a Temporary Worker and the Client must:
  - 11.1.1. Control and process such Data in accordance with the Data Protection Legislation;
  - 11.1.2. Provide to the Temporary Worker the information specified under Article 14 of the GDPR and, if requested by the Client, Connect shall use reasonable endeavours to assist the Client in this regard; and
  - 11.1.3. Notify Connect without delay if any Data relating to a Temporary Worker which has been supplied by Connect is subject to a Data breach at any time prior to such Temporary Worker completing an Assignment with the Client.
- 11.2. Save to the extent that Connect is required to disclose such information to the Temporary Worker, Connect shall keep confidential any information provided by the Client in relation to the AWR and not use it for any other purpose.
- 11.3. The parties warrant that they shall:
  - 11.3.1. Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
  - 11.3.2. Promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with these Terms.

#### 12. TERMINATION

- 12.1. Subject to clauses 12.2 and 12.3, either party may terminate an Assignment at any time by giving the notice specified in the Order Confirmation or, if no period of notice is specified, at any time without notice.
- 12.2. Irrespective of any notice period specified in the Order Confirmation, either party may terminate an Assignment without notice if the other party has committed a serious or persistent breach of its obligations under these Terms, if the other party undergoes a change of control or becomes insolvent.
- 12.3. Connect may terminate an Assignment without notice if it becomes aware of any reason why the Temporary Worker is unsuitable to carry out the Assignment.
- 12.4. Whilst Connect shall use reasonable endeavours to ensure that the Temporary Worker observes any agreed notice period, if any, to terminate the Assignment, Connect shall not be liable to the Client if the Temporary Worker refuses or fails to do so.
- 12.5. If the Client, acting reasonably, is dissatisfied with the Services, the Client may on the first day terminate an Assignment within the first 4 hours if the booking was for more than 7 hours (or within the first 2 hours if the booking was for 7 hours or less) and, provided that such termination is confirmed by the Client in writing within 48 hours, Connect shall cancel the Charges for such period.
- 12.6. Either party may terminate the provision of Recruitment Services by Connect at any time by notifying the other party in writing.
- 12.7. Any provision of these Terms that expressly or by implication is intended to continue in force on or after termination of the Recruitment Services shall remain in full force and effect including, without limitation, the validity of any Introduction which was made by Connect prior to such termination and Connect's right to claim a Transfer Fee upon the Engagement of a Temporary

Worker.

#### 13. LIABILITY

- 13.1. Whilst Connect shall use reasonable endeavours to introduce Temporary Workers to the Client, Connect shall not be liable if it does not introduce or supply a Temporary Worker to the Client.
  - 13.2. Connect shall not be liable for (i) the acts or omissions of any Temporary Worker (ii) any loss, theft or damage to any tools, plant, equipment or other property issued to or used by the Temporary Worker during the Assignment or (iii) the performance or non-performance of the Services by the Temporary Worker.
  - 13.3. In the event of any error or defect in Services which are performed by a Contractor or Subcontractor and notified to Connect, Connect shall require the Contractor or Subcontractor to remedy such error or defect in its own time and at its own expense. Connect shall not however be liable to the Client if the Contractor or Subcontractor refuses or fails to remedy such error or defect.
  - 13.4. Connect shall not be liable to the Client for any indirect or consequential losses or for any loss of profit, business, reputation or goodwill howsoever arising.
  - 13.5. Subject to clause 13.6, the aggregate liability of Connect to the Client in respect of any claim or series of claims arising out of or in connection with these Terms, and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to 10% of the Charges paid by the Client in relation to the relevant Temporary Worker in the three-month period immediately prior to such claim arising or, if there was no supply of a Temporary Worker or if the claim does not relate directly to the supply of a Temporary Worker, the sum of £5,000.
  - 13.6. Connect does not limit or exclude liability for death or personal injury arising from its own negligence, for fraud or fraudulent misrepresentation or for any other claim which may not be limited or excluded by law.
  - 13.7. All warranties, conditions and other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.
  - 13.8. Any claim which the Client may bring against Connect pursuant to these Terms must be commenced within 12 months of the date on which the Client becomes aware or should reasonably have become aware of such claim.
  - 13.9. The Client shall indemnify and keep indemnified Connect against all losses, damages or claims suffered or incurred by Connect as a result of the Client's breach of contract, negligence (or any other tortious act), breach of statutory duty or otherwise.
- #### 14. GENERAL PROVISIONS
- 14.1. The Client shall not assign any of its rights or obligations under these Terms without the written consent of Connect.
  - 14.2. Connect has assigned the legal and beneficial interest in the Charges to Quba, who may enforce any part of these Terms directly against the Client.
  - 14.3. Subject to clause 14.2, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
  - 14.4. If any part of these Terms is determined by a competent authority to be unenforceable to any extent, such part shall, to that extent, be severed from these Terms, which shall continue to be valid to the fullest extent permitted by law.
  - 14.5. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
  - 14.6. Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of their obligations under these Terms if such delay or failure result from events, circumstances or causes beyond their reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
  - 14.7. These Terms shall be interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising in relation to the construction, interpretation or performance of these Terms.

I am authorised to agree these Terms on behalf of the Client:

Signed:	
Print Name:	
Client Name:	
Date:	

If unsigned, these Terms shall be deemed to have been accepted pursuant to clause 2.3



## TERMS OF BUSINESS – INTRODUCTION OF CANDIDATES

### 1. DEFINITIONS & INTERPRETATION

1.1. In these Terms of Business (**Terms**) the following definitions apply:

**Candidate** means a person who is Introduced by Konnect to the Client, including any Replacement;

**Client** means the person, firm, organisation, partnership or company to which the Candidate is Introduced and shall, where applicable, include any holding, subsidiary, associated or connected company which may Engage the Candidate;

**Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**Data** means personal data and special/sensitive personal data within the meaning of the Data Protection Legislation;

**Data Protection Legislation** means the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any other relevant legislation relating to data privacy;

**Employee** means a director or employee of Konnect with whom the Client has had material dealings;

**Engagement** means the engagement, employment, hire or use of the Candidate by the Client on any basis whatsoever, whether directly or through any third party and whether it is permanent or a Fixed Term Engagement. Engage, Engaged and Engages shall be interpreted accordingly;

**Fixed Term Contract** means an Engagement for a fixed period of less than 12 months;

**Introduction** has the meaning set out in clause 3.3 and Introduce, Introduces and Introduced shall be interpreted accordingly;

**Introduction Fee** means the fee payable by the Client to Konnect upon the Engagement of a Candidate;

**Introduction Period** means the 12 month period from the most recent Introduction of the Candidate;

**Konnect** means Konnect Recruit Limited (Registered in England and Wales No. 10000208) whose address for correspondence is Fairways House Offices, Mount Pleasant Road, Southampton, SO14 0QB;

**Payment Terms** means 14 days from the date of Konnect's invoice;

**Recruitment Services** means the Introduction of Candidates to the Client by Konnect;

**Refund** means a full or partial refund or rebate of the Introduction Fee;

**Refund Scale** means the refund scale set out in clause 6.3;

**Remuneration** means (i) the gross annualised remuneration package payable to the Candidate including, without limitation, basic salary, guaranteed and anticipated bonuses, guarantee payments, commission, allowances, all other emoluments and £5,000 in respect of any company vehicle provided to the Candidate or (ii) if the Candidate is Engaged on a self-employed basis, via a personal services company or through any third party company, firm or business, the total estimated annualised fees payable in respect of the Candidate's services;

**Replacement** means a replacement Candidate who is Introduced to the Client pursuant to clause 6.2;

**Third Party Engagement** means the engagement of a Candidate by a party other than the Client following a Third Party Introduction; and

**Third Party Introduction** means the disclosure by the Client of a Candidate's details to a third party following an Introduction.

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the other genders and vice-versa.

1.3. A reference to a person includes both a natural person and a legal person.

1.4. A reference to a party means either Konnect or the Client and a reference to parties means both Konnect and the Client.

1.5. Any phrase introduced by the words including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those words.

1.6. Any reference to legislation includes any amendment or re-enactment of such legislation from time to time and any secondary legislation which may be made under such legislation.

1.7. The headings in these Terms are for convenience only and do not affect the interpretation of any clause.

### 2. THE TERMS

2.1. These Terms form the entire agreement between the parties for the provision of the Recruitment Services to the exclusion of any terms or conditions of purchase proposed or issued by the Client unless otherwise agreed in writing by a director of Konnect.

2.2. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of Konnect and the Client, are set out in writing and a copy of the varied Terms is given to the Client stating the date on or after which such varied Terms shall apply.

2.3. These Terms shall be deemed to have been accepted by the Client upon confirming their acceptance in writing, the Client instructing Konnect to Introduce Candidates, using Konnect to facilitate the Engagement of a Candidate who has been Introduced, interviewing or meeting with a Candidate who has been Introduced or making a Third Party Introduction, whichever occurs first.

2.4. For the purposes of the Conduct Regulations, Konnect shall act as an employment agency when providing Recruitment Services under these Terms.

### 3. INTRODUCTIONS & OFFERS

3.1. Konnect shall provide Recruitment Services to the Client and use reasonable endeavours to Introduce Candidates from time to time who:

3.1.1. Meet the criteria specified by the Client pursuant to clause 4.1, where applicable; or

3.1.2. Konnect believes may otherwise be of interest or relevance to the Client.

3.2. Konnect may advertise the position which the Client is seeking to fill in any print or digital format which Konnect may consider appropriate, unless the Client notifies Konnect in writing that it may not advertise such position or otherwise specifies the information about the position which may not be advertised.

3.3. An Introduction shall take place when:

3.3.1. Konnect provides a CV or other information to the Client which expressly or impliedly identifies a Candidate with a view to such Candidate becoming Engaged;

3.3.2. Konnect arranges an interview or meeting between the Client and a Candidate whether face to face, by telephone, by web/video conference or by any other means; or

3.3.3. The parties conduct any negotiations or discussions (whether verbally or in writing) in respect of the potential Engagement of a specific Candidate.

3.4. An Introduction by Konnect shall be deemed to be the effective cause of any Engagement of the Candidate within the Introduction Period, entitling Konnect to charge an Introduction Fee, unless all three of the following conditions apply:

3.4.1. Within the 6 month period prior to the Introduction, the Client had been in active discussions with the Candidate, directly or through another employment agency, with a view to Engaging the Candidate;

3.4.2. The Client provides reasonable evidence of such prior active discussions within five working days of Konnect initially introducing the Candidate; and

3.4.3. The Client has not arranged to interview the Candidate through Konnect, asked Konnect to provide further information about the Candidate or asked Konnect to facilitate the Engagement of the Candidate in any way.

3.5. The Client must:

3.5.1. Notify Konnect without delay of any offer of an Engagement which it wishes to make to a Candidate and provide the relevant terms of such offer;

3.5.2. Notify Konnect without delay upon the acceptance of an offer of Engagement by a Candidate; and

3.5.3. Provide details to Konnect of the Remuneration agreed with the Candidate and, if requested by Konnect, a copy of the Candidate's contract of employment.

### 4. CANDIDATE CHECKS

4.1. The Client shall provide to Konnect all such information as Konnect shall reasonably require regarding the position which the Client is seeking to fill including, without limitation, the information specified in Regulation 18 of the Conduct Regulations.

4.2. Konnect shall:

4.2.1. Take all reasonably practicable steps to ensure that the Candidate and the Client are each aware of any requirements imposed by law, or by any professional body, which must be satisfied by the Client or the Candidate to enable the Candidate to work for the Client in the position which the Client seeks to fill;

4.2.2. Make all such reasonably practicable enquiries to ensure that it would not be detrimental to the interests of the Candidate or the Client for the Candidate to work for the Client in the position which the Client seeks to fill;

4.2.3. Where required to do so under the Conduct Regulations, take all reasonably practicable steps to:

4.2.3.1. Obtain copies of any relevant qualifications or authorisations of the Candidate and offer to provide copies of those documents to the Client;

4.2.3.2. Obtain two references from persons who are not relatives of the Candidate and who have agreed that the reference provided may be disclosed to the Client; and

4.2.3.3. Confirm that the Candidate is suitable for the position concerned.

4.3. Notwithstanding Konnect's obligations under clause 4.2, the Client acknowledges that the Client is exclusively responsible for determining whether to Engage a Candidate and the Client must therefore make such enquiries and carry out such checks as the Client considers necessary to ensure that the Candidate is suitable for the position which the Client is seeking to fill including, without limitation:

4.3.1. Verifying the Candidate's work history;

4.3.2. Taking up any references provided by the Candidate before Engaging the Candidate;

4.3.3. Checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;

4.3.4. Arranging any medical examinations and/or investigations into the medical history of any Candidate; and

4.3.5. Checking any other requirements, qualifications or permissions required for the Candidate to be Engaged by the Client.



## 5. INTRODUCTION FEE

- 5.1. Where Connect is the effective cause of an Engagement under clause 3.4, the Client will pay an Introduction Fee to Connect in respect of each Candidate who is Engaged within the Introduction Period, irrespective of whether the Candidate is Engaged in the position for which the Candidate was originally Introduced.
- 5.2. The Introduction Fee payable to Connect by the Client in respect of an Engagement shall be an amount equivalent to 20% of the Remuneration, rounded to the nearest pound.
- 5.3. If the precise Remuneration is not known, if the Client fails to provide details of the Remuneration to Connect or if it is impracticable to calculate the Remuneration, Connect will charge an Introduction Fee based on the Remuneration which, in Connect's reasonable opinion, is the typical market rate for the Engagement.
- 5.4. Connect shall issue an invoice for the Introduction Fee on the first day of the Engagement or as soon as reasonably practicable thereafter. VAT shall be charged at the standard rate on Connect's invoices.
- 5.5. The Client must settle Connect's invoice within the Payment Terms.
- 5.6. If the Client does not pay Connect's invoice within the Payment Terms, Connect may:
- 5.6.1. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, charge late payment interest at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of payment together with statutory compensation;
- 5.6.2. Submit a further invoice in accordance with clause 5.8 where applicable; and
- 5.6.3. Refer the collection of such payment to a collection agency or legal representatives and, in such circumstances, the Client shall be liable for all costs, fees (including legal fees), charges and disbursements incurred by Connect in recovering payment from the Client.
- 5.7. Where prior to commencement of the Engagement the parties have agreed that the Candidate shall be Engaged under a Fixed Term Contract, the Introduction Fee shall be charged on a pro-rata basis of 1/12 of the Introduction Fee for each full or partial month of the Fixed Term Contract, subject to a minimum fee of one-quarter of the full Introduction Fee. If such Fixed Term Contract is extended, or if the Client otherwise Engages the Candidate within 12 months of the termination of a Fixed Term Contract, the Client shall pay (i) an additional fee in respect of the extension to the Fixed Term Contract or (ii) the balance of the full Introduction Fee as appropriate. For the avoidance of doubt, the aggregate fee payable by the Client in respect of a series of Fixed Term Contracts shall not exceed the Introduction Fee that the Client would have been liable to pay for an Engagement of 12 months or longer.
- 5.8. Any discount or reduction in the Introduction Fee which is agreed between the parties is contingent upon (i) the Client complying with clause 3.5 in all respects and (ii) the Client paying Connect's invoice for the Introduction Fee within the Payment Terms.
- 5.9. If the Client withdraws an accepted offer of Engagement because the Client no longer requires the Candidate, the Client will be liable to pay a Cancellation Fee equivalent to 25% of the Introduction Fee. Such Cancellation Fee shall be payable by the Client within the Payment Terms.
- 5.10. If the Client makes a Third-Party Introduction which results in a Third-Party Engagement within the Introduction Period, the Client shall be liable to pay an Introduction Fee which shall be calculated in accordance with clause 5.2. The Client shall not be entitled to a Refund if the Third-Party Engagement terminates for any reason.
- 5.11. If the Client employs or engages any Employee, directly or indirectly, within 6 months of such Employee leaving Connect's employment, the Client shall pay a fee to Connect, which shall be a sum equivalent to 25% of the Employee's gross annualised remuneration in the last year of the Employee's service with Connect. The fee shall be payable by the Client within the Payment Terms and the Client shall not be entitled to a refund if the employment or engagement terminates for any reason.

## 6. REFUND GUARANTEE

- 6.1. If the Engagement terminates within the period specified in clause 6.3, the Client shall be entitled to a Refund in accordance with the Refund Scale, provided that:
- 6.1.1. The Client paid the Introduction Fee within the Payment Terms;
- 6.1.2. The Introduction Fee was invoiced in accordance with clause 5.2 and was not subject to any discount or reduction;
- 6.1.3. The Client complied with clause 3.5 in all material respects;
- 6.1.4. The Client notified Connect in writing within 5 working days of the termination of the Engagement, giving the reasons for such termination;
- 6.1.5. The Candidate's position is not redundant or no longer required by the Client;
- 6.1.6. The Candidate has not been dismissed for reasons which are automatically unfair; and
- 6.1.7. The Engagement was not a Fixed Term Contract.
- 6.2. Before giving any Refund to the Client, Connect shall be entitled to an exclusive period of not less than 30 working days to Introduce a Replacement for the same position and (i) if Connect Introduces a Replacement who is Engaged by the Client (ii) if the Client decides not to replace the original Candidate or (iii) if the Client replaces the original Candidate as a result of any third party's introduction during the 30 working day period, Connect shall have no liability to give a Refund to the Client.
- 6.3. Subject to clauses 6.1 and 6.2, Connect shall give a Refund to the Client in accordance with the following Refund Scale:

Week Candidate Leaves	% Refund
1-4	100%
5-8	50%
9-12	25%

- 6.4. For the purposes of calculating any Refund, the date of termination of the Engagement shall be the last day on which the Candidate is legally employed or engaged by the Client.
- 6.5. If the Client receives a Refund and subsequently Engages the Candidate again within 12 months, the Client must repay the Refund to Connect without delay. The Client shall have no further right to a Refund if the Engagement then terminates for any reason.
- 6.6. If the Client receives a Replacement and then Engages the original Candidate again within 12 months, the Client shall be liable to pay an Introduction Fee in respect of the Replacement.
- 6.7. The Client shall have no entitlement to a Refund or further Replacement if the Replacement's Engagement terminates for any reason.

## 7. CONFIDENTIALITY, DATA PRIVACY & ANTI-CORRUPTION

- 7.1. The Client must treat all information regarding the Candidate which is provided during the recruitment process or which otherwise relates to the Candidate as strictly confidential and:
- 7.1.1. Must not use such information for any other purpose without the prior consent of Connect and the Candidate;
- 7.1.2. Must not contact the Candidate's current or former employer for a reference, or for any other reason relating to the Candidate, unless the Candidate has accepted an offer of Engagement; and
- 7.1.3. Must ensure that its employees, representatives and agents are all bound by written confidentiality obligations and comply with such obligations at all times.
- 7.2. The Client acknowledges that, unless otherwise agreed between the parties in writing, Connect and the Client shall each act as data controllers in respect of any Data relating to a Candidate and the Client must:
- 7.2.1. Control and process such Data in accordance with the Data Protection Legislation;
- 7.2.2. Provide to the Candidate the information specified under Article 14 of the GDPR and, if requested by the Client, Connect shall use reasonable endeavours to assist the Client in this regard; and
- 7.2.3. Notify Connect without delay if any Data relating to a Candidate which has been supplied by Connect is subject to a Data breach at any time prior to such Candidate becoming Engaged by the Client.
- 7.3. The parties warrant that they shall:
- 7.3.1. Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- 7.3.2. Promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with these Terms.

## 8. TERMINATION

- 8.1. Either party may terminate the provision of Recruitment Services by Connect at any time by notifying the other party in writing.
- 8.2. Any provision of these Terms that expressly or by implication is intended to continue in force on or after termination of the Recruitment Services shall remain in full force and effect including, without limitation, the validity of any Introduction which was made by Connect prior to such termination and Connect's right to charge an Introduction Fee in respect of any Engagement of a Candidate within the Introduction Period.

## 9. LIABILITY & INDEMNITY

- 9.1. Whilst Connect will use reasonable endeavours to ensure that any Candidate Introduced to the Client meets the requirements specified by the Client under clause 4.1, Connect gives no warranty, whether express or implied, as to the ability, integrity or character of the Candidate.
- 9.2. Connect shall not be liable to the Client for any indirect or consequential losses or for any loss of profit, loss of business, loss of anticipated savings or loss of reputation howsoever arising.
- 9.3. Subject to clause 9.4, the aggregate liability of Connect to the Client in respect of any claim arising out of or in connection with the performance or non-performance of these Terms and whether in contract, tort (including negligence) or otherwise, is limited to the Introduction Fee paid or payable by the Client to Connect in respect of the Engagement in relation to which such claim arises or, if there was no Engagement or if the claim does not relate to a specific Engagement, the sum of £5,000.
- 9.4. Connect does not limit or exclude liability for death or personal injury arising from its own negligence, for fraud or fraudulent misrepresentation or for any other claim which may not be limited or excluded by law.
- 9.5. Save as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.
- 9.6. Any claim which the Client may bring against Connect in connection with these Terms must be commenced within 12 months of the date on which the Client becomes aware or should reasonably have become aware of such claim.
- 9.7. The Client shall indemnify Connect against all losses, damages, costs, claims (whether actual or threatened) and fees (including legal fees) suffered or incurred by Connect as a result of the Client's breach of contract, negligence (or any other tortious act), breach of statutory duty or otherwise.

## 10. GENERAL PROVISIONS

- 10.1. The Client shall not assign any of its rights or obligations under these Terms without the written consent of Connect.
- 10.2. Connect may assign any monies owing from the Client to a third party including, without



limitation, a recruitment finance or factoring company and, where relevant, these Terms may be enforced by such third party.

- 10.3. Subject to clause 10.2, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 10.4. The Client shall not deduct or set off against any sum due to Konnect under these Terms, any sum which is owed or which the Client alleges or claims is owed by Konnect to the Client, whether under these Terms or under any other agreement between Konnect and the Client.
- 10.5. If any part of these Terms is determined by any competent authority to be unenforceable to any extent, such part shall, to that extent, be severed from these Terms, which shall continue to be valid to the extent permitted by law.
- 10.6. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 10.7. Neither party shall be in breach of these Terms nor liable for any delay in performing or failure to perform, any of their obligations under these Terms if such delay or failure result from events, circumstances or causes beyond their reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 10.8. These Terms shall be interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising in relation to the construction, interpretation or performance of these Terms.

**I am authorised to agree these Terms on behalf of the Client:**

Signed:	
Print Name:	
Client Name:	
Date:	

If unsigned, these Terms shall be deemed to have been accepted pursuant to clause 2.3

