

TERMS OF BUSINESS FOR THE INTRODUCTION OF CANDIDATES

1 DEFINITIONS & INTERPRETATION

1.1 In these terms of business (**Terms**), the following definitions apply:

Business Day: a day from Monday to Friday which is not a public holiday in England and Wales.

Candidate: a person (including a legal person) who is introduced by Skyline to the Client.

Client: the person, firm, partnership, organisation, public sector body or company to which the Recruitment Services are provided under these Terms.

Conduct Regulations: the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Connected Party: any (i) holding, subsidiary, associated or connected company of the Client (ii) organisation or business within the same purchasing group as the Client or (iii) organisation or business which is demonstrably connected to the Client through common ownership, management, or control.

Data Protection Legislation: (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the Data Protection Act 2018 or the GDPR insofar as it is applicable to the United Kingdom.

Employee: an employee or director of Skyline or any of its group companies with whom the Client has had material dealings in connection with these Terms.

Engagement: the engagement, employment, hire or use of the Candidate or Employee by the Client or Connected Party under any agreement or arrangement whatsoever, whether directly or through any third party and whether on a permanent, fixed term, temporary, consultancy or any other basis. "**Engage**," "**Engaged**" and "**Engages**" each have the corresponding meaning.

Introduction: has the meaning set out in clause 3.2. "**Introduce**", "**Introduces**" and "**Introduced**" each have the corresponding meaning.

Introduction Fee: means the fee payable by the Client upon the Engagement of a Candidate.

Introduction Period: means the twelve (12) month period from the most recent Introduction of the Candidate.

Payment Terms: fourteen (14) days from the date of Skyline's invoice.

Recruitment Services: the Introduction of Candidates to the Client by Skyline.

Refund: a full or partial refund or credit of the Introduction Fee in accordance with clause 7.

Refund Period: the twelve (12) week period from commencement of the Candidate's Engagement.

Remuneration: (i) the gross annualised remuneration package payable to the Candidate including, without limitation, basic salary, guaranteed and anticipated bonuses, guarantee payments, 50% of any estimated bonuses or commission, any allowances and all other emoluments and benefits in kind. A notional sum of £5,000 shall be added to the Remuneration in respect of any company car 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.

Shared Data: personal data and special/sensitive personal data within the meaning of the Data Protection Legislation and which is shared between the parties pursuant to these Terms.

Skyline: Skyline Group Solutions Ltd (Registered in England & Wales No. 10064632) of 16-18 Barnes Wallis Road, Fareham, Hampshire, PO15 5TT.

Third-Party Engagement: the engagement of a Candidate by a party other than the Client following a Third-Party Introduction.

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

1.2 A reference to a party shall mean either Skyline or the Client as applicable and a reference to the parties shall mean both Skyline and the Client.

1.3 The clause headings used in these Terms are not intended to affect the interpretation of any clause.

1.4 Unless otherwise indicated by the context (i) references to the singular include the plural and vice-versa (ii) references to the masculine include the other genders and vice-versa.

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

2 FORMATION & BASIS OF AGREEMENT

2.1 Unless otherwise agreed in writing by a director of Skyline, these Terms form the entire agreement between the parties for the provision of Recruitment Services to the exclusion of any terms proposed or issued by the Client.

2.2 If the Client has not confirmed acceptance of these Terms in writing, they shall be deemed to have been accepted upon the Client (i) instructing Skyline to Introduce Candidates (ii) interviewing or meeting with a Candidate who has been Introduced (iii) using Skyline to facilitate an Engagement or (iv) making a Third-Party Introduction, whichever occurs first following receipt of these Terms.

2.3 Once accepted in accordance with clause 2.2, these Terms shall apply to any Recruitment Services provided by Skyline under these Terms until terminated in accordance with clause 8.

2.4 No amendment to these Terms shall be effective unless agreed in writing between a representative of the Client and a director of Skyline. Nothing in this clause shall prevent Skyline from issuing a revised version of these Terms from time to time.

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

3 INTRODUCTIONS

3.1 Skyline shall use reasonable endeavours to introduce Candidates who (i) meet the criteria specified by the Client under clause 4.1 in respect of a Relevant Position or (ii) Skyline believes may otherwise be of interest to the Client.

3.2 An Introduction shall occur upon (i) Skyline providing a CV or other information to the Client which expressly or impliedly identifies a Candidate (ii) Skyline arranging an interview or meeting between the Client and a Candidate whether face to face, by telephone, by web conference or by any other means or (iii) the parties conducting any negotiations or discussions, whether verbal or written, in respect of the potential Engagement of a specific Candidate.

3.3 An Introduction by Skyline shall be deemed to be the effective cause of any Engagement of the Candidate within the Introduction Period unless all three of the following conditions apply: (i) within the twelve (12) month period prior to the initial Introduction, the Candidate had applied directly for a position with the Client or instructed a third party to introduce the Candidate to the Client for a specific position (ii) the Client provides reasonable evidence of such prior application or introduction within five (5) Business Days of Skyline initially introducing the Candidate and (iii) the Client has not arranged to interview the Candidate through Skyline or otherwise used Skyline's Introduction to facilitate the Engagement of the Candidate.

4 PROVISION OF INFORMATION

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

4.2 Skyline may advertise the Relevant Position in such format and including such information as Skyline considers appropriate unless the Client notifies Skyline in writing that it may not advertise such position or otherwise specifies the information about the position which may not be advertised.

4.3 The Client must (i) notify Skyline without delay of any offer of an Engagement which it wishes to make to a Candidate and provide the terms of such offer (ii) notify Skyline without delay upon the acceptance of an offer of Engagement by a Candidate and in any event prior to commencement of the Engagement and (iii) provide the details of the Remuneration agreed with the Candidate and, if requested by Skyline, a copy of the Candidate's contract.

5 CANDIDATE CHECKS

5.1 Skyline shall comply with its obligations under the Conduct Regulations by (i) taking 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 in the Relevant Position (ii) making all such enquiries as are reasonably practicable to ensure that it would not be detrimental to the interests of the Candidate or the Client for the Candidate to work in the Relevant Position and (iii) ensuring that the Candidate is willing to work in the Relevant Position.

5.2 Where required to do so under the Conduct Regulations due to the nature of the Relevant Position, Skyline shall take all reasonably practicable steps to (i) obtain copies of any relevant qualifications or authorisations of the Candidate and offer to provide copies of those documents to the Client (ii) obtain two references from persons who are not relatives of the Candidate and who have agreed that the references may be disclosed to the Client and (iii) confirm that the Candidate is suitable for the Relevant Position.

5.3 Notwithstanding Skyline's obligations under clause 5.1 and, where applicable, clause 5.2, the Client acknowledges that the Client is exclusively responsible for deciding whether to Engage the Candidate and shall bear all costs associated with Engaging the Candidate. The Client must therefore make such enquiries and carry out such checks as are necessary for the Client to satisfy itself that the Candidate's ability, experience, and character meet the Client's requirements.

5.4 The Client must not and shall ensure that its employees, subcontractors, and representatives do not unlawfully discriminate against, harass, or victimise any Candidate.

6 FEES & INVOICING

- 6.1 Where Skyline is the effective cause of an Engagement under clause 3.3, the Client shall pay an Introduction Fee to Skyline in respect of each Candidate who is Engaged within the Introduction Period, whether or not they are Engaged in the position for which they were Introduced.
- 6.2 The Introduction Fee shall be a sum equivalent to a percentage of the Remuneration, rounded up to the nearest pound and calculated in accordance with the following scale:
- | Remuneration | Introduction Fee |
|-------------------|------------------|
| Up to £39,999 | 20% |
| £40,000 and above | 25% |
- 6.3 The minimum Introduction Fee for an Engagement shall be £4,000 + VAT.
- 6.4 Skyline 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 Skyline's invoices.
- 6.5 The Client shall settle Skyline's invoices within the Payment Terms. Time for payment shall be of the essence.
- 6.6 The Client must not deduct or set off against any sum due to Skyline under these Terms, any sum which is owed or which the Client alleges to be owed by Skyline to the Client, whether under these Terms or under any other agreement between Skyline and the Client.
- 6.7 If the Client does not pay Skyline's invoice within the Payment Terms, Skyline may (i) charge interest at the rate of 6% per annum above the base rate of the Bank of England from the due date until the date of payment together with statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (ii) issue a further invoice under clause 6.8, where applicable and (iii) 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 Skyline in recovering payment from the Client.
- 6.8 Any discount or reduction in the Introduction Fee which is agreed between the parties is conditional upon the Client (i) complying with clause 4.3 in all respects and (ii) paying Skyline's invoice within the Payment Terms.
- 6.9 If the precise Remuneration is not known, if the Client fails to provide details of the Remuneration to Skyline or if it is impracticable to calculate the Remuneration, Skyline will calculate the Introduction Fee using the Remuneration which, in Skyline's reasonable opinion, is the market rate for the Engagement.
- 6.10 If the Candidate's Remuneration is not paid in Pounds Sterling, Skyline shall convert the Remuneration to Pounds Sterling using the exchange rate published by the Bank of England on the invoice date and shall submit the invoice in Pounds Sterling. The Client shall bear any bank charges and currency exchange costs when paying Skyline's invoice.
- 6.11 If the Client withdraws an accepted offer of Engagement for any reason other than the Candidate's suitability for the position, the Client shall be liable to pay a Cancellation Fee equivalent to 25% of the Introduction Fee. The Cancellation Fee shall be payable by the Client within the Payment Terms.
- 6.12 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 6.2. The Client shall not be entitled to a Refund if the Third-Party Engagement terminates for any reason.
- 6.13 If the Client Engages any Employee within six (6) months of such Employee leaving Skyline's employment, the Client shall pay a fee to Skyline, which shall be a sum equivalent to 35% of the gross annualised remuneration which had been payable by Skyline to the Employee. Such fee shall be payable by the Client within the Payment Terms.

7 REFUND GUARANTEE

- 7.1 If the Engagement terminates within the Refund Period, the Client shall be entitled to a Refund provided that (i) the Client paid the Introduction Fee within the Payment Terms (ii) the Client strictly complied with clause 4.3 (iii) the Client notified Skyline in writing within five (5) Business Days of the termination of the Engagement, giving the reasons for such termination and, if requested by Skyline, reasonable evidence that the Engagement has terminated (iv) the Candidate's position was not redundant or otherwise no longer required due to any internal reorganisation, restructure or change in strategy (v) the Candidate was not dismissed for reasons which were automatically unfair (vi) Skyline had not previously supplied the Candidate to the Client as a temporary worker for a period of more than one month and (vii) Skyline are exclusively instructed to introduce a suitable replacement Candidate to the Client and are unable to do so within 28 days of being so instructed.
- 7.2 Subject to the conditions in clause 7.1, Skyline shall give a Refund to the Client in accordance with the following scale:
- | Week Candidate Leaves | % Refund |
|-----------------------|----------|
| 1-4 | 75% |
| 5-8 | 50% |
| 9-12 | 25% |
- 7.3 For the purposes of calculating the Refund, the date of termination of the Engagement shall be the last day of the Candidate's contractual notice period, irrespective of whether the Candidate is paid in lieu of notice or agrees to shorten their notice.
- 7.4 If the Client receives a Refund and subsequently Engages the same Candidate again within twelve (12) months of the original Engagement terminating, the Client must repay the Refund to Skyline without delay. The Client shall have no further right to a Refund if this Engagement then terminates for any reason.

8 TERMINATION

- 8.1 Either party may terminate the Recruitment Services by Skyline 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 Skyline prior to such termination and Skyline'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 Skyline will use reasonable endeavours to ensure that any Candidate Introduced to the Client meets the requirements specified by the Client, Skyline offers no warranty as to the ability, integrity, or character of the Candidate.
- 9.2 Skyline shall not be liable to the Client for (i) not introducing a Candidate for the Relevant Position (ii) the acts or omission of any Candidate (iii) any indirect or consequential losses or (iv) any claim for loss of profit, business, anticipated savings, or reputation howsoever arising.
- 9.3 Subject to clause 9.4, the aggregate liability of Skyline 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) or otherwise, is limited to a sum equivalent to the Introduction Fee paid or payable by the Client in respect of the Engagement to which the claim relates or, if no Introduction Fee was paid or payable or the claim does not relate to a specific Engagement, the sum of £10,000.
- 9.4 Skyline 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 liability which may not be limited or excluded by law.
- 9.5 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 Skyline 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.

10 CONFIDENTIALITY & DATA PROTECTION

- 10.1 The Client shall treat all information relating to a Candidate which is provided by Skyline with the utmost confidentiality and, in particular, must (i) not use such information for any other purpose without the prior consent of Skyline and the Candidate (ii) ensure that its employees, contractors, representatives and agents are all bound by written confidentiality obligations in respect of such information and (iii) not disclose to any third party that the Candidate is seeking new employment or apply for a reference from the Candidate's current employer without the Candidate's express consent.
- 10.2 Skyline shall take the necessary steps to ensure that it is entitled to provide Shared Data relating to a Candidate to the Client.
- 10.3 Skyline and the Client understand that they shall each act as independent data controllers in respect of any Shared Data. Each party shall (i) control and process the Shared Data in accordance with the Data Protection Legislation (ii) place the Candidate on notice of their data processing activities through notices which comply with the Data Protection Legislation and Skyline shall give reasonable assistance to the Client in this regard if requested to do so (iii) take appropriate technical and organisational measures to safeguard the security of Shared Data under their control (iv) co-operate with the other party in respect of any regulatory enquiry or investigation relating to the Shared Data and (v) co-operate with the other party where any Candidate seeks to exercise their statutory rights respect of the Shared Data.

11 BRIBERY & HUMAN TRAFFICKING

The Client and Skyline warrant that they shall each (i) 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 (ii) promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with the performance of these Terms and (iii) take reasonable steps and carry out appropriate checks to ensure that their respective businesses and business supply chains are free of slavery and human trafficking.

12 GENERAL PROVISIONS

- 12.1 The Client shall not assign any of its rights or obligations under these Terms without the prior written consent of Skyline.
- 12.2 Skyline may assign any monies owing from the Client to a third party including, without limitation, a recruitment finance or factoring company and, if relevant, the right to receive payment under these Terms and any associated rights may be directly enforced by such third party.
- 12.3 Subject to clause 12.2, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 12.4 If any provision of these Terms is determined by a court to be unenforceable, the unenforceable provision shall be severed from these Terms solely to that extent and the remainder of the Terms shall continue to be valid and enforceable to the extent permitted by law.
- 12.5 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.
- 12.6 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 its obligations.
- 12.7 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.

TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY RESOURCES

1 DEFINITIONS & INTERPRETATION

1.1 In these terms of business (**Terms**), the following definitions apply:

Agency Worker: an individual who is employed by an intermediary under a contract of service.

Assignment: the temporary role or project which the Temporary Resource may undertake for the Client.

Assignment Schedule: the document issued by Skyline confirming details of the Assignment.

AWR: the Agency Workers Regulations 2010.

Charges: the charges made by Skyline for the supply of the Temporary Resource which include the remuneration or fees payable to the Temporary Resource, Skyline's commission and any statutory costs incurred by Skyline in supplying the Temporary Resource to the Client including, where applicable and without limitation, holiday pay, employers National Insurance Contributions, pension costs and apprenticeship levy.

Client: the person, firm, partnership, organisation, public sector body or company to which the Recruitment Services are provided under these Terms.

Conduct Regulations: the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Connected Party: any (i) holding, subsidiary, associated or connected company of the Client (ii) organisation or business within the same purchasing group as the Client or (iii) organisation or business which is demonstrably connected to the Client through common ownership, management or control.

Contractor: a limited company or limited liability partnership engaged by Skyline under a contract for services and supplied to perform the Services.

Data Protection Legislation: (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the Data Protection Act 2018 or the GDPR insofar as it is applicable to the United Kingdom.

Employee: a director or employee of Skyline with whom the Client has had material dealings in connection with these Terms.

Engagement: the engagement, employment, hire or use of the Temporary Resource or Employee directly or through any party other than Skyline, pursuant to any agreement or arrangement whatsoever and whether on a temporary, permanent, fixed term, consultancy or any other basis. "Engage," "Engaged" and "Engages" each have the corresponding meaning.

Exempt Client: a Client to which the Off Payroll Rules do not apply because (i) the Client (and its entire group of companies, where applicable) are based wholly overseas with no UK connection or (ii) the Client qualifies as a small undertaking under sections 60A to 60F of ITEPA.

Extended Hire Period: an extension of the Assignment for 26 weeks, which shall commence upon expiry of the Client's notice under clause 13.1.

Intermediary: a third-party umbrella company which employs and pays Agency Workers on a PAYE basis.

Introduction: has the meaning in clause 3.2. "Introduce", "Introduces" and "Introduced" each have the corresponding meaning.

IPR: all copyright, trademarks, database rights, design rights, patents and other intellectual property of any type existing anywhere in the world, whether capable of registration or not, together with any registration rights in the same.

ITEPA: the Income Tax (Earnings and Pensions) Act 2003.

Off Payroll Rules: Chapter 10 of Part 2 of ITEPA.

Opted Out: opted out of the Conduct Regulations under Regulation 32(9).

Payment Terms: fourteen (14) days from the date of Skyline's invoice.

Recruitment Services: the Introduction and supply of Temporary Resources by Skyline to the Client.

Relevant Period: the later of (i) the period of eight (8) weeks commencing on the day after the Temporary Resource last worked for the Client during an Assignment or (ii) the period of fourteen (14) weeks commencing on the first day on which the Temporary Resource worked for the Client during an Assignment but, in determining the first day on which the Temporary Resource worked for the Client, a prior Assignment shall be disregarded where more than forty-two (42) days have passed between Assignments.

Remuneration: (i) the gross annualised remuneration package payable to the Temporary Resource for the Engagement including, without limitation, basic salary, guaranteed bonuses, 50% of any anticipated bonuses or commission, guarantee payments, allowances, all other emoluments and benefits in kind. A notional sum of £5,000 shall be added to the Remuneration in respect of any company car provided to the Temporary Resource (ii) if the Temporary Resource 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 Resource's services.

Representative: the director, employee, worker or subcontractor of a Contractor who performs the Services on behalf of the Contractor.

Restricted Period: six (6) months from the end of the Assignment or, if the Temporary Resource has not commenced an Assignment, twelve (12) months from the most recent Introduction of the Temporary Resource.

SDS: a written assessment, in a format acceptable to Skyline, as to whether the Assignment falls inside or outside of IR35 pursuant to the Off Payroll Rules.

Services: the work to be carried out by the Temporary Resource during an Assignment.

Shared Data: personal data and special/sensitive personal data within the meaning of the Data Protection Legislation and which is shared between the parties pursuant to these Terms.

Skyline: Skyline Group Solutions Ltd (Registered in England & Wales No. 10064632) of 16-18 Barnes Wallis Road, Fareham, Hampshire, PO15 5TT.

Substitute: an alternative Representative or subcontractor, appointed by a Contractor to perform the Services in addition to or in the place of the original Representative.

Tax: income tax, National Insurance or social security contributions and all other statutory deductions arising upon payments which are made to Temporary Resources.

Temporary Resource: the person, firm or limited company Introduced by Skyline for an Assignment and, save where otherwise indicated, includes a Contractor, Representative, and Agency Worker.

Transfer Fee: the fee payable by the Client upon the Engagement of a Temporary Resource.

Work Product: any document, design, plan, schematic or deliverable which is designed, created, or produced by the Temporary Resource in the course of performing the Assignment.

1.2 A reference to a party shall mean either Skyline or the Client as applicable and a reference to the parties shall mean both Skyline and the Client.

1.3 The clause headings used in these Terms are not intended to affect the interpretation of any clause.

1.4 Unless otherwise indicated by the context (i) references to the singular include the plural and vice-versa (ii) references to the masculine include the other genders and vice-versa.

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

2 FORMATION & BASIS OF AGREEMENT

2.1 Unless otherwise agreed in writing by a director of Skyline, these Terms form the entire agreement between the parties for the provision of Recruitment Services to the exclusion of any terms proposed or issued by the Client.

2.2 If the Client has not confirmed acceptance of these Terms in writing, the Client shall be deemed to have accepted them by (i) instructing Skyline to Introduce Temporary Resources (ii) interviewing or meeting with a Temporary Resource who has been Introduced (iii) Engaging a Temporary Resource or (iv) instructing Skyline to supply a Temporary Resource, whichever occurs first following receipt of these Terms.

2.3 Once accepted in accordance with clause 2.2, these Terms shall apply to all Recruitment Services provided by Skyline under these Terms until terminated in accordance with clause 14.6.

2.4 No amendment to these Terms shall be effective unless agreed in writing between a representative of the Client and a director of Skyline. Nothing in this clause shall prevent Skyline from issuing a revised version of these Terms from time to time.

2.5 In the event of any conflict or inconsistency between the documents, the Assignment Schedule shall take priority over the main body of these Terms.

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

3 INTRODUCTIONS

3.1 Skyline shall use reasonable endeavours to Introduce Temporary Resources from time to time who (i) meet the criteria specified by the Client under clause 4.1 or (ii) Skyline believes may otherwise be of interest to the Client.

3.2 An Introduction shall take place upon:

3.2.1 Skyline providing a CV or other information to the Client which expressly or impliedly identifies a Temporary Resource;

3.2.2 Skyline arranging an interview or meeting between the Client and a Temporary Resource whether face to face, by telephone, by web conference or by any other means; or

3.2.3 Skyline supplying or agreeing to supply a Temporary Resource to the Client.

4 PROVISION OF INFORMATION

- 4.1 The Client must inform Skyline of all such information as Skyline shall reasonably require regarding the position which the Client is seeking to fill including:
- 4.1.1 the information relating to an Assignment specified in Regulation 18 of the Conduct Regulations;
 - 4.1.2 whether the Temporary Resource requires a DBS disclosure or any other check or security clearance to carry out the Assignment;
 - 4.1.3 any Health and Safety information which is relevant to the Assignment; and
 - 4.1.4 any reason why it may be detrimental to the interests of the Temporary Resource to carry out the Assignment.
- 4.2 Skyline may advertise the position which the Client is seeking to fill in such format and including such information as Skyline considers appropriate unless the Client notifies Skyline in writing that it may not advertise such position or otherwise specifies the information about the position which may not be advertised.
- 4.3 Skyline shall issue an Assignment Schedule to the Client on commencement of the Assignment or otherwise within three business days of its commencement. If the Client considers any of the information within the Assignment Schedule to be incorrect, the Client must notify Skyline in writing as soon as practicable and in any event within three business days of receipt.
- 4.4 The Client must notify Skyline immediately if the Client intends to Engage a Temporary Resource, extend an Assignment or otherwise vary an Assignment in any way.

5 TEMPORARY RESOURCE CHECKS

- 5.1 Where required to do so under the Conduct Regulations, Skyline shall:
- 5.1.1 take all reasonably practicable steps to ensure that the Temporary Resource 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 Resource to enable the Temporary Resource to perform the Assignment;
 - 5.1.2 make all such enquiries as are reasonably practicable to ensure that it would not be detrimental to the interests of the Temporary Resource or the Client for the Temporary Resource to perform the Assignment; and
 - 5.1.3 ensure that the Temporary Resource is willing to carry out the Assignment.
- 5.2 Where required to do so under Regulation 22 of the Conduct Regulations due to the specific nature of the Assignment, Skyline shall also take all reasonably practicable steps to:
- 5.2.1 obtain copies of any relevant qualifications or authorisations of the Temporary Resource and offer to provide copies of those documents to the Client;
 - 5.2.2 obtain two references from persons who are not relatives of the Temporary Resource and who have agreed that the reference provided may be disclosed to the Client; and
 - 5.2.3 confirm that the Temporary Resource is suitable for the Assignment.
- 5.3 Skyline shall use reasonable endeavours to ensure that the Temporary Resource:
- 5.3.1 assigns any IPR in the Work Product to the Client or such third party as the Client may specify;
 - 5.3.2 waives any moral rights in any copyright subsisting in the Work Product; and
 - 5.3.3 enters into such supplementary agreements and warranties as the Client may request to protect the Client's IPR, confidentiality and data.

6 CLIENT OBLIGATIONS

- 6.1 The Client shall:
- 6.1.1 ensure a safe working environment for the Temporary Resource;
 - 6.1.2 comply with all statutory provisions, by-laws, codes of practice and other legal obligations in respect of the Temporary Resource's health and safety;
 - 6.1.3 maintain records of any accident or injury affecting any Temporary Resource, provide copies of such records to Skyline upon demand and, where applicable, submit the necessary report under RIDDOR;
 - 6.1.4 not require the Temporary Resource to operate any equipment which the Temporary Resource is not qualified to operate; and
 - 6.1.5 ensure that the Temporary Resource is covered under the Client's own insurance policies or, in the case of a Contractor operating outside of the Off Payroll Rules, under insurance policies which are acceptable to the Client.
- 6.2 The Client will comply and will assist Skyline with complying with the latest Government guidance on Coronavirus (**Covid-19**) including, without limitation, all relevant guidance from Public Health England or the equivalent body in the applicable jurisdiction. In particular, the Client must:
- 6.2.1 ensure that its operations protect the workforce and minimise the spread of Covid-19;
 - 6.2.2 notify Skyline of the measures taken to minimise the risk of Covid-19 transmission in the workplace; and
 - 6.2.3 provide a copy of any risk assessment which it has carried out in respect of Covid-19.
- 6.3 The Client must not request the supply of a Temporary Resource 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.
- 6.4 The Client must not and must ensure that its employees, subcontractors, and representatives do not unlawfully discriminate against, harass, or victimise any Agency Worker or Representative.
- 6.5 Subject to any right of substitution under clause 8.3.1, the Client shall not engage or hire, directly or indirectly, any third party temporary worker or subcontractor through a Temporary Resource which is being supplied by Skyline without the prior written consent of Skyline, such consent to be granted at Skyline's entire discretion.

7 ADDITIONAL OBLIGATIONS RELATING TO AGENCY WORKERS

- 7.1 Skyline shall be responsible for making all payments to the Agency Worker and shall ensure that (i) such payments comply with the National Minimum Wage or National Living Wage as applicable and (ii) income tax and National Insurance Contributions are deducted where applicable.
- 7.2 The Client shall be responsible for the supervision, direction, and control of an Agency Worker throughout their Assignment.
- 7.3 The Client shall not require an Agency Worker to provide Services for more than 48 hours per week on average unless Skyline has confirmed that the Agency Worker has opted out of the 48 hour working week under the Working Time Regulations 1998.
- 7.4 The Client must comply with the AWR and assist Skyline in complying with the AWR by:
- 7.4.1 notifying Skyline without delay if the Agency Worker has been supplied to the Client by any other employment business in the six-month period prior to commencement of the Assignment;
 - 7.4.2 providing the Agency Worker with access to collective facilities and amenities and information about permanent employment opportunities with the Client;
 - 7.4.3 providing written details of the relevant terms and conditions which apply to any actual or hypothetical comparator together with any amendments to such terms and conditions where appropriate;
 - 7.4.4 co-operating with Skyline in responding to or assisting Skyline with responding to any question or complaint made under the AWR in a timely manner;
 - 7.4.5 permitting a pregnant Agency Worker to attend ante-natal appointments, with pay, during working time after the 12-week qualifying period;
 - 7.4.6 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
 - 7.4.7 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.

8 ADDITIONAL OBLIGATIONS RELATING TO CONTRACTORS

- 8.1 The Client must notify Skyline prior to the supply of any Contractor and at the beginning of each tax year if the Client is or ceases to be an Exempt Client.
- 8.2 Unless the Client is an Exempt Client or the Off Payroll Rules otherwise do not apply to the Contractor for any reason, the Client must:
- 8.2.1 provide an SDS to Skyline prior to commencement of the Assignment;
 - 8.2.2 ensure that any SDS provided to Skyline is accurate;
 - 8.2.3 provide all such information as Skyline may reasonably require, without delay, to justify or support the SDS; and
 - 8.2.4 co-operate in a timely manner with any query or appeal which Skyline or the Contractor raises in respect of the SDS.
- 8.3 Where Skyline supplies a Contractor for an Assignment, the Client acknowledges and agrees that:
- 8.3.1 the Contractor may appoint a Substitute to perform the Services from time to time provided that such Substitute is suitably skilled, qualified, security cleared (where applicable) and experienced to perform the Services;
 - 8.3.2 the Client must not attempt to assign a Contractor to a different task or project or otherwise materially vary the Assignment without first agreeing such variation with Skyline and the Contractor;

- 8.3.3 subject to the Client's reasonable operational requirements and the specific nature of the Assignment, the Contractor shall determine its own schedule when performing the Services and the location in which such Services are performed; and
- 8.3.4 neither the Client nor any third party shall exercise supervision, direction or control over the Contractor.
- 8.4 If the Client provides an SDS stating that the Contractor is operating inside of IR35 under the Off Payroll Rules:
- 8.4.1 the Client acknowledges that the Contractor shall be entitled to submit written representations as to why the Contractor considers itself to be operating outside of IR35 and, if the Contractor submits such representations, the Client must provide a final determination within the 45 day period specified under the Off Payroll Rules; and
- 8.4.2 Skyline may choose to terminate the Assignment without notice and, where practicable, may arrange to supply the Representative on a different basis.
- 8.5 The parties acknowledge and agree that the Contractor shall be supplied for the specific Assignment and there is no expectation or requirement for the Client to offer any further work to the Contractor or for the Contractor to accept any such offer which may be made.
- 8.6 The Client shall indemnify and keep indemnified Skyline against any liability for Tax (including any interest and penalties) suffered or incurred by Skyline in relation to any Contractor as a result of the Client (i) providing an inaccurate SDS (ii) failing to provide an SDS where required to do so under these Terms and/or by law or (iii) otherwise failing to comply with this clause 8.

9 UNSATISFACTORY TEMPORARY RESOURCES

- 9.1 If the Client, acting reasonably, is dissatisfied with the Services or if the Temporary Resource does anything materially detrimental to the Client's interests, the Client shall notify Skyline without delay and may:
- 9.1.1 request that the Contractor, where applicable, remedies any defects in the Services; and/or
- 9.1.2 terminate the Assignment in accordance with clause 14.4.
- 9.2 If the Client requires a Contractor to remedy or bear the costs associated with any defect in the Services, Skyline shall use reasonable endeavours to procure that the Contractor complies with the Client's request but shall not be liable for any refusal or failure of the Contractor to do so. In such event, the Client may have the benefit of a third party right under Skyline's agreement with the Contractor and Skyline shall provide details of such third party right to the Client upon request.

10 TIMESHEETS

- 10.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less), the Client shall approve a timesheet in a format specified by Skyline verifying the times worked by the Temporary Resource during that week or the Services which have been completed during that period.
- 10.2 The Client is responsible for ensuring that the information shown on the Temporary Resource's timesheet is correct and that only duly authorised employees approve the timesheet.
- 10.3 The Client acknowledges that Skyline shall rely upon the Client's approval of the timesheet and the Client must not retrospectively amend or retract its approval or refuse to pay the Charges relating to an approved timesheet.
- 10.4 The Client may only refuse to approve the Temporary Resource's timesheet if:
- 10.4.1 the Client disputes the time which the Temporary Resource claims to have worked. In this event, the Client shall inform Skyline as soon as is reasonably practicable and shall co-operate with Skyline fully and in a timely manner to enable Skyline to establish the time, if any, which was worked by the Temporary Resource; or
- 10.4.2 the Client, acting reasonably, is dissatisfied with the Services and Skyline has confirmed in writing that the Temporary Resource has Opted Out. In this event, the Client shall provide all such information as Skyline may require in a timely manner to justify the Client's dissatisfaction with the Services and shall co-operate with Skyline to agree a fair and reasonable resolution to the matter.
- 10.5 If the Client refuses or fails to approve the Temporary Resource's timesheet in breach of these Terms, Skyline may issue an invoice for the Charges which Skyline reasonably estimates to be due in respect of the time worked or Services completed by the Temporary Resource.

11 CHARGES

- 11.1 The Client shall be liable to pay the Charges for each Assignment as set out in the relevant Assignment Schedule.
- 11.2 Skyline shall issue an invoice to the Client for the Charges weekly or otherwise at the frequency set out in the Assignment Schedule and:
- 11.2.1 such invoice shall be payable by the Client within the Payment Terms and without deduction or set off;
- 11.2.2 VAT shall be charged at the standard rate on such invoice; and
- 11.2.3 unless otherwise agreed by Skyline in writing, all Charges shall be invoiced to the Client in Pounds Sterling and the Client shall bear any bank charges and currency exchange costs when paying Skyline's invoice.
- 11.3 If an invoice is not paid within the Payment Terms, Skyline may:
- 11.3.1 suspend or terminate the supply of Temporary Resources to the Client without notice;
- 11.3.2 charge interest at the rate of 6% per annum above the base rate of the Bank of England from the due date until the date of payment together with statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998; and
- 11.3.3 refer the collection of such payment to a collection agent or legal representatives and, in such circumstances, the Client shall be liable for all costs, fees (including legal fees), charges and disbursements incurred by Skyline in recovering payment from the Client.
- 11.4 Skyline may vary the Charges, by giving written notice to the Client, to reflect any additional cost in supplying the Temporary Resource as a result of the AWR (where applicable) or any change in legislation.
- 11.5 Skyline shall not give any refund or rebate in respect of the Charges or any other fees which are payable under these Terms.
- 11.6 If the Client Engages any Employee within six (6) months of such Employee leaving Skyline's employment, the Client shall pay a fee to Skyline, which shall be a sum equivalent to 35% of the gross annualised remuneration which had been payable by Skyline to the Employee. Such fee shall be payable by the Client within the Payment Terms.

12 TRANSFER FEE

- 12.1 Subject to clause 13, where applicable, the Client shall be liable to pay a Transfer Fee to Skyline if the Client or any Connected Party (i) Engages the Temporary Resource or (ii) introduces or refers the Temporary Resource to a third party who Engages the Temporary Resource and in either case:
- 12.1.1 where the Temporary Resource has not commenced an Assignment, such Engagement commences in the Restricted Period;
- 12.1.2 where the Temporary Resource has commenced an Assignment and has Opted Out, such Engagement commences in the Restricted Period; or
- 12.1.3 where the Temporary Resource has commenced an Assignment and has not Opted Out, such Engagement commences in the Relevant Period.
- 12.2 The Transfer Fee shall be a sum equivalent to a percentage of the Remuneration, rounded up to the nearest pound and calculated in accordance with the following scale:
- | Remuneration | Transfer Fee |
|-------------------|--------------|
| Up to £39,999 | 20% |
| £40,000 and above | 25% |
- 12.3 If the Remuneration is not disclosed to Skyline or if it is impracticable to calculate the Remuneration, the Transfer Fee shall be the daily Charge at which the Temporary Resource was (or would reasonably have been) supplied to the Client multiplied by 65.
- 12.4 Skyline shall issue an invoice for the Transfer Fee on commencement of the Engagement or as soon as practicable thereafter and such invoice shall be payable within the Payment Terms.

13 EXTENDED HIRE PERIOD

- 13.1 If the Temporary Resource has not Opted Out then, instead of paying the Transfer Fee, the Client may give one week's written notice to Skyline to commence an Extended Hire Period, commencing on the date on which such written notice expires.
- 13.2 During an Extended Hire Period, Skyline shall supply the Temporary Resource (i) on terms no less favourable than the terms which applied immediately before Skyline received the notice pursuant to clause 13.1 or (ii) where Skyline has not previously supplied the Temporary Resource to the Client, on such commercial terms as Skyline may reasonably specify.
- 13.3 If Skyline is unable to supply the Temporary Resource for any part of an Extended Hire Period for a reason outside of Skyline's control (including, without limitation, any adverse credit information relating to the Client, the prior termination of the Recruitment Services or any breach of contract by the Client) or if the Client does not wish to hire the Temporary Resource on the terms set out in clause 13.2, the Client shall pay the Transfer Fee, reduced in proportion to any part of the Extended Hire Period for which the Temporary Resource was supplied by Skyline following expiry of the Client's written notice under clause 13.1.

14 TERMINATION

- 14.1 Subject to clauses 14.2 to 14.4, a party may terminate an Assignment by giving the period of notice specified in the Assignment Schedule or, if no period of notice is specified, at any time and without notice.
- 14.2 Either party may terminate an Assignment without notice if the other party (i) commits a serious or persistent breach of its obligations under these Terms (ii) undergoes a change of control or (iii) becomes insolvent.
- 14.3 Skyline may terminate an Assignment without notice (i) if it becomes aware of any reason why the Temporary Resource is unsuitable to carry out the Assignment (ii) it would be detrimental to the interests of the Client or the Temporary Resource for the Assignment to continue or (iii) in the case of a Contractor, the Client provides an SDS after commencement of the Assignment determining the Assignment to be inside of IR35.
- 14.4 The Client may terminate the Assignment without notice if the Client, acting reasonably, is dissatisfied with the Services or if the Temporary Resource has done anything materially detrimental to the Client's interests.
- 14.5 Skyline shall use reasonable endeavours to ensure that the Temporary Resource observes the agreed notice period, if any, for terminating the Assignment but shall not be liable if the Temporary Resource refuses or fails to provide Services during an agreed notice period.
- 14.6 Either party may terminate the provision of Recruitment Services at any time by notifying the other party in writing. Any Assignment then in progress shall continue until terminated in accordance with these Terms.
- 14.7 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 Skyline prior to such termination and Skyline's right to charge a Transfer Fee where applicable.

15 LIABILITY

- 15.1 Skyline shall use reasonable endeavours to introduce Temporary Resources to the Client from time to time but shall not be liable if it does not introduce a Temporary Resource for a position which the Client is seeking to fill.
- 15.2 Skyline shall not be liable for (i) the acts or omissions of any Temporary Resource (ii) any loss, theft or damage to any equipment or other property issued to or used by the Temporary Resource during the Assignment (iii) the performance or non-performance of the Services or (iv) the absence or unavailability of a Temporary Resource during an Assignment.
- 15.3 Skyline 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.
- 15.4 Subject to clause 15.5, the aggregate liability of Skyline 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) or otherwise shall be limited to a sum equivalent to the Charges paid by the Client in relation to the relevant Temporary Resource in the three-month period immediately prior to such claim arising or, if there was no supply of a Temporary Resource or if the claim does not relate directly to the supply of a Temporary Resource, the sum of £10,000.
- 15.5 Skyline 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 liability which may not be limited or excluded by law.
- 15.6 All warranties, conditions and other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.
- 15.7 Any claim which the Client may bring against Skyline 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.

16 CONFIDENTIALITY & DATA PROTECTION

- 16.1 The Client shall treat all information relating to a Temporary Resource which is provided by Skyline with the utmost confidentiality and, in particular, must (i) not use such information for any other purpose without the prior consent of Skyline and the Temporary Resource and (ii) ensure that its employees, contractors, representatives and agents are all bound by written confidentiality obligations in respect of such information.
- 16.2 Save to the extent that Skyline is required to disclose such information to the Temporary Resource, Skyline shall keep confidential any information provided by the Client in relation to the AWR and not use it for any other purpose.
- 16.3 Skyline and the Client understand that they shall each act as independent data controllers in respect of any Shared Data. Each party shall (i) control and process the Shared Data in accordance with the Data Protection Legislation (ii) place the Temporary Resource on notice of their data processing activities through notices which comply with the Data Protection Legislation and Skyline shall assist the Client in this regard if requested to do so (iii) take appropriate technical and organisational measures to safeguard the security of Shared Data under their control (iv) co-operate with the other party in respect of any regulatory enquiry or investigation relating to the Shared Data and (v) co-operate with the other party where any Temporary Resource seeks to exercise their statutory rights in respect of the Shared Data.

17 BRIBERY & HUMAN TRAFFICKING

The Client and Skyline warrant that they shall each (i) 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 (ii) promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with the performance of these Terms and (iii) take reasonable steps and carry out appropriate checks to ensure that their respective businesses and business supply chains are free of slavery and human trafficking.

18 GENERAL PROVISIONS

- 18.1 The Client shall not assign any of its rights or obligations under these Terms without the prior written consent of Skyline.
- 18.2 Skyline may assign any monies owing from the Client to a third party including, without limitation, a recruitment finance or factoring company and, if relevant, the right to receive payment under these Terms and any associated rights may be directly enforced by such third party.
- 18.3 Subject to clause 18.2, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 18.4 If any provision of these Terms is determined by a court to be unenforceable, the unenforceable provision shall be severed from these Terms solely to that extent and the remainder of the Terms shall continue to be valid and enforceable to the extent permitted by law.
- 18.5 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.
- 18.6 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 its obligations.
- 18.7 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.