

**CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF INTERNATIONAL CONTRACT RECRUITMENT SERVICES
AGREEMENT NUMBER:**

1. DEFINITIONS

1.1 In these terms of business (“the **Agreement**”) the following definitions apply: -

“**Assignment**” means the period during which the Contractor is supplied by Consol to render services to the Client;

“**Client**” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Contractor is Introduced and who is the recipient of the Services;

“**Confidential Information**” means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) in respect of Consol, the Client and its end clients, relating to their business methods, plans, systems, finances or projects, training and development and research or development projects, their trade secrets, the identity and business affairs of their customers and clients, potential customers and clients, the provision of products or services to which they attach confidentiality or in respect of which they hold an obligation to a third party which comes to either parties attention or possession and which is regarded or could reasonably be regarded as confidential, whether or not any such tangible information is marked ‘confidential’;

“**Consol**” means Consol Partners Ltd, whose registered address is Old Church House Sandy Lane, Crawley Down, Crawley, England, RH10 4HS;

“**Contractor**” means a freelancer or limited company (including any personal services company or umbrella employed company) and save where otherwise indicated, includes any officer, employee or representative thereof or any other individual introduced to the Client by Consol and Engaged by the Client to carry out an Assignment and any third party to whom the performance of an Assignment is sub-contracted by the Contractor. For the avoidance of doubt the Contractor is not employed by Consol;

“**Employee**” means an employee of Consol;

“**Engagement**” means the engagement, employment or use of the Contractor’s services, the services of any officer, employee or representative of the Contractor, any individual Introduced to the Client, **any Employee**, directly by the Client or any third party or through any other employment business on a permanent, contract or temporary basis whether under a contract of service or for services, or an agency, licence, franchise or partnership arrangement; or any other engagement. “**Engage**” or “**Engaged**” shall be construed accordingly;

“**Force Majeure**” means, acts, events, omissions or accidents beyond a party’s reasonable control, including strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, breakdown of equipment, fire, flood or storm;

“**Intellectual Property**” means, patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and rights to use, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Introduction**” means (i) the Client’s interview of an officer, employee, or representative of the Contractor, in person or by telephone, following the Client’s instruction to Consol to supply a Contractor

or (ii) the passing to the Client of information which identifies an individual; and which leads to an Engagement. “**Introduced**” or “**Introduce**” shall be construed accordingly;

“**Remuneration**” includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement or Assignment completion payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor **or an Employee for services rendered to or on behalf of the Client or a Third Party;**

“**Services**” means the services provided by Consol as set out in this Agreement and for the avoidance of doubt does not include the services or work performed by the Contractor for the Client pursuant to the Assignment Schedule;

“**Third Party**” means any third-party person, firm or company who, directly or indirectly, engages any Contractor or Employee: (i) following an Introduction, directly or indirectly, by the Client, or (ii) directly or indirectly, from, by, with or through the Client.

1.2 Unless the context otherwise requires, references to the singular include the plural.

1.3 The headings contained in these terms are for convenience only and do not affect their interpretation.

1.4 A reference to a statute or a provision of a statute is a reference to that statute as amended or re-enacted from time to time.

1.5 If any term herein conflicts with any term in the schedules then the schedules will take precedent and the terms of the Assignment Schedule will prevail over other schedules.

2. THE CONTRACT

2.1 These terms (including any Assignment Schedule) constitute the contract between Consol and the Client for the supply of the Contractor’s services to the Client and are deemed to be accepted and agreed to by the Client by virtue of: (a) an Introduction to or the Engagement by the Client of a Contractor; or (b) the passing of information about the Contractor by the Client to any Third Party; or (c) the Client’s interview or request to interview a Contractor; or (d) any written (including email or text) or other express acceptance of these terms; or (e) the signature by the Client of an Assignment Schedule, timesheet or invoice of a Contractor. For the avoidance of doubt these terms apply whether or not the Contractor is Engaged for the same type of work as that for which the Introduction was originally affected.

2.2 For the avoidance of doubt in the event that the Client fails to sign these terms or relevant Assignment Schedule (including any extension or renewal of the same) within 24 hours preceding the Contractor commencing work for the Client, then these terms and the terms of the Assignment Schedule will be deemed to have been accepted and agreed to by the Client who agrees to be legally bound by the same.

2.3 These terms (including the Assignment Schedule) contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of Consol, these terms prevail over any terms of business or purchase conditions put forward by the Client.

2.4 No variation or alternation to these terms shall be valid unless approved by a Director of Consol in writing.

3. THE SERVICES

3.1 The Services to be provided by Consol consist of the Introduction of Contractors to the Client for

Engagement on a temporary or contract basis (including any Contractor's subsequent conversion to permanent employment).

3.2 Should the Client decide to Engage a Contractor then it shall notify Consol immediately. In the case where a Client wishes to Engage a Contractor on a permanent basis the Client shall also provide details of:

- a) the Remuneration offered;
- b) the terms of Engagement; and
- c) anticipated start date for the Contractor.

3.3 Where Consol and the Client have agreed that the Contractor will be engaged on a contract or temporary basis then Consol shall provide the Client with an Assignment Schedule confirming the name of the Contractor, the agreed charge rate, term of the Assignment, notice periods and any other relevant details communicated and agreed between the parties.

4. CLIENT OBLIGATIONS

4.1 The Client shall give to Consol such information as Consol may reasonably request from time to time in order to comply with its legal obligations under applicable law.

4.2 The Client shall be responsible for providing the necessary resources and facilities for the Contractor and acknowledges that only the Client is in the position to monitor the quality and delivery of the Assignment services on a day to day basis. The Client must ensure that the Contractor is treated as an independent contractor and must not be given employee style instructions or privileges.

4.3 The Client shall ensure that it complies with all relevant health and safety legislation and acknowledges that it is solely liable for the provision of a safe place of work.

4.4 The Client undertakes to notify Consol immediately of its, or any member of the Client's group's intention to: (1) engage a Contractor Introduced by Consol; or (2) extend an Assignment or otherwise Engage directly or indirectly a Contractor Introduced or supplied by Consol.

4.5 The Client acknowledges that if the Contractor is unable to provide any part of the Assignment Services for whatever reason the Contractor will be entitled to provide a replacement consultant or sub-contract the performance of the Assignment Services provided that Consol and the Client are reasonably satisfied that the replacement Contractor has the required skills and qualifications.

5. ASSIGNMENT SCHEDULE DETAILS

5.1 Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, Consol will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly or daily rate charged by Consol together with such expenses as may have been agreed, any notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by Consol and any other relevant information.

6. CHARGES

6.1 The Client agrees to pay the hourly, daily or monthly charges of Consol as notified at the commencement of the Assignment and which may be varied from time to time during the Assignment. The charges are calculated according to the number of hours or days worked by the Contractor (to the nearest quarter hour) and comprise mainly the Contractor's hourly or daily rate but also include Consol's commission and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. A standard working day is defined as 7.5 hours per day.

- 6.2 Sales tax, including VAT, if applicable, is payable on the entirety of these charges.
- 6.3 Overtime will be charged at time and half after 8 hours worked per day and double time for weekends and public holidays.
- 6.4 The charges are invoiced to the Client on a weekly or monthly basis as specified in the Assignment Schedule Details and are payable within 14 days.
- 6.5 Consol reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 6.6 There is no rebate payable in respect of the charges of Consol.
- 6.7 If the Client is unable to sign a timesheet produced for approval by the Contractor because the Client disputes the amount of time claimed, then the Client shall notify Consol within 2 working days of such refusal to sign the timesheet and shall co-operate fully and in a timely fashion with Consol to enable Consol to establish the veracity of the time and work claimed.

7. TIMESHEETS

- 7.1 At the end of each month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one month or is completed or finished before the end of a month) the Client shall sign/authorise Consol's time sheet verifying the number of hours or days worked by the Contractor during that period of the Assignment. For assignments where a daily charge rate is agreed, charges will be made for each half day or part thereof worked by the Contractor.
- 7.2 Signature/authorisation of the timesheet (whether in writing, by email or text message) by the Client is confirmation of the number of hours or days worked and constitutes acceptance that the Contractor's services have been provided for the hours or days indicated in accordance with these terms. Failure to sign the time sheet (or the relevant Assignment Schedule) does not affect the Client's obligation to pay the charges set out in these terms in respect of the hours or days worked.

8. PAYING THE CONTRACTOR

- 8.1 Consol is responsible for paying the Contractor.

9. INTRODUCTION FEES

- 9.1 At the client's request Consol can consider changing the Engagement from contract to permanent or direct hire. The introduction fee to transfer a Contractor to a permanent/full time or direct hire Engagement is 20% of first year annual Remuneration with fees payable within the timeframe stipulated in these terms.
- 9.2 The Engagement by a Client of a Contractor that has been introduced or supplied by Consol, without the prior written agreement of Consol (either directly or indirectly through a Third Party), or the introduction by the Client of a Contractor to any Third Party resulting in an Engagement renders the Client subject to the payment of an introduction fee of 30% of the annualised charge calculated by multiplying the hourly, daily or monthly fee to provide an annualised charge. The introduction fee will be payable provided the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied, or if there was no Assignment, within 6 months of the Introduction of the Contractor by Consol.
- 9.3 If the Engagement follows an Introduction but no supply by Consol and Consol has insufficient information to calculate an annualized charge then a flat introduction of £24,000 plus applicable sales tax shall apply.

9.4 Clause 9 will survive the termination of this Agreement for the respective restriction period.

10. LIABILITY

10.1 Whilst every effort is made by Consol to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors no liability is accepted by Consol for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, Consol does not exclude liability for death or personal injury arising from its own negligence or any other liability it cannot exclude under any applicable law.

10.2 The Client will provide adequate Public Liability insurance in respect of the Contractor. The Client will indemnify Consol against any costs, claims, damages and expenses incurred by Consol as a result of any breach of these terms by the Client.

10.3 The Client will indemnify and keep indemnified Consol against any costs, claims or liabilities incurred by Consol arising out of any act or omission of the Client (or its employees, agents, officers or contractors) or arising out of any breach of applicable law or these terms by the Client.

10.4 The total liability of Consol (including that assumed under any indemnity) under this Agreement (or arising under statute, tort or for any other reason) shall not exceed the total amount paid by the Client to Consol for the relevant Contractor during the Assignment. For the avoidance of doubt this amount does not include any amounts relating to the fees paid to the Contractor.

10.5 Consol will not be liable for any indirect, special and consequential losses including such losses relating to hardware, software, data, waste of management or staff time or any loss of profit, business, opportunity, revenue, goodwill or anticipated savings of the Client or any third party.

11. TERMINATION OF THE ASSIGNMENT

11.1 Either party may terminate the Assignment by giving to the other in writing the period of notice specified in the Assignment Details Schedule.

11.2 Notwithstanding the provisions of sub-clause 11.1 the Client may terminate the Assignment forthwith by notice in writing to Consol where:

11.2.1 The Contractor is in wilful or persistent breach of its obligations;

11.2.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

11.2.3 The Contractor proves unsatisfactory to the Client and in the case of poor performance which is non-material and capable of remedy, the Contractor fails to remedy it within 5 working days of receiving notice from the Client giving full particulars of the poor performance and requiring the same to be remedied.

11.3 Consol may terminate an Assignment forthwith by notice in writing and claim all monies due including work in progress unsupported by signed timesheets:

11.3.1 If the Client is in wilful or persistent breach of its obligations under these Terms; or

11.3.2 If the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

12. APPLICABLE LAWS

12.1 The Client will comply with all laws applicable to its operations in the country(ies) in which it is established and in which the Assignment services are performed by the Contractor. This will include complying with all applicable laws relating to anti-bribery, anti- corruption, anti-slavery and human trafficking laws.

12.2 The parties agree that all Intellectual Property produced by or on behalf of the Contractor in connection with or relating to this Agreement will vest in and belong to the Client. Consol will seek to procure, by contracting with the Contractor on the same terms as stated herein, that the Contractor irrevocably assigns to the Client all present and future rights with full title guarantee throughout the world, free from all encumbrance, save such rights as may be expressly owned or retained by the Contractor and set out in an Assignment Schedule.

12.3 Both parties will use reasonable endeavours to ensure that they will at all times keep confidential (and take reasonable steps to procure that the Contractors, their employees and agents will keep confidential) and will not

at any time for any reason disclose, publish or permit to be disclosed to any person, or published, or otherwise make use of, or permit to be made use of, any Confidential Information.

12.4 The Client will observe the provisions of all applicable data protection laws and consents to Consol processing relevant personal data connected to its employment business services, including receipt of relevant marketing, and exporting and /or processing personal data outside of the European Economic Area, which will include storage of the personal data.

13. NON-SOLICITATION

13.1 Client agrees not to directly or indirectly Engage with an Employee for a period of 12 months from the date of the expiry of this agreement, or the date of the first Introduction whichever is the later. In the event of an Engagement with an Employee the Client will be liable to pay a fee equal to either; 30% of the Employee's anticipated Remuneration with the Client or 100% of the gross profit invoiced on placements or assignments made by the Employee in the 12 months prior to the Employee's termination date, whichever is the greatest. Applicable sales tax will be charged in addition to the fee. No guarantee will be provided.

14. GENERAL

14.1 If any of the provisions of these terms should be determined by any competent authority to be unenforceable to any extent, such provision will, to that extent, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by applicable laws.

14.2 Except as expressly provided in these terms a person who is not a party to these terms will have no rights to enforce them.

14.3 Consol may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under these terms. The Client may do likewise with Consol's consent, not to be unreasonably withheld.

14.4 Neither party will be liable to the other or be deemed to be in breach of these terms by reason of any delay in relation to the services if the delay or failure is due to Force Majeure.

14.5 No failure or delay by either party in exercising any of its rights under these terms will be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of these terms will be deemed to be a waiver of any subsequent breach of the same or any other provision.

14.6 All notices required to be given under these terms will be in writing and may be delivered personally, by post to each parties' registered office or by email. Any such notice will be deemed to be served if by hand when



delivered, if by post 48 hours following posting and if by email when that email is sent or 9am the following business day of the sender if sent out of business hours.

15. LAW

15.1 These terms are governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Client Company Name:

Name:

Position:

Date:

Authorised Signature on behalf of the Client:

Name:

Position:

Date:

Authorised Signature on behalf of the Employment Business:

ASSIGNMENT SCHEDULE DETAILS

Name: contractor name

Signature of this Assignment Schedule reconfirms acceptance of CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF CONTRACT RECRUITMENT SERVICES

AGREEMENT NUMBER:

Assignment Number:	xxxxxx
Client Name:	client name
Start date of assignment:	start date
End date of assignment:	end date
Nature of services:	job title
Location of work:	site location
Hours of work:	00
Charge rate:	£/€
Intervals of Invoicing:	00
Notice Period:	00
Special Conditions (if applicable):	

Name:	Company:
Position:	Name:
Date:	Position:
	Date:
<i>Authorised Signatory of Consol</i>	<i>Authorised Signatory of the Client</i>