



KEY TALENT SOLUTIONS
UNLOCKING POTENTIAL

THIS AGREEMENT IS MADE ON THE DATE THE CLIENT ENGAGES OUR SERVICES

THE PARTIES

- (1) Keybar Limited (Registered Company No. 1382035) T/A KTS of Davis House, Robert Street, Croydon, Surrey CR0 1QQ (“**the Employment Business**”).
- (2) A client based in the United Kingdom (“**the Hirer**”) working with KTS for recruitment of staff and or intermediaries, (associates, freelancers, temps) to whom the Intermediary is Introduced. For the avoidance of doubt the Hirer shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Intermediary is Introduced. The client may also work with KTS for introductory services of permanent staff.

RECITALS

- (A) The Employment Business carries on the business of sourcing and supplying independent contractors to provide services to clients of the Employment Business. The Hirer has instructed the Employment Business to supply an Intermediary to provide certain services (“**the Intermediary Services**”) as specified in the relevant Assignment Details Form.
- (B) The Employment Business will introduce an Intermediary to the Hirer to provide the Intermediary Services on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

“ Agency Worker ”	means any officer, employee, worker, or representative of the Intermediary supplied to provide the Intermediary Services;
“ Agency Workers Regulations ”	means the Agency Workers Regulations 2010
“ Assignment ”	means the Intermediary Services to be performed by the Agency Worker for the Hirer for a period of time during which the Intermediary is supplied by the Employment Business to provide the Intermediary Services to the Hirer;
“ Assignment Details Form ”	means written confirmation of the Assignment details agreed with the Hirer prior to commencement of the Assignment;
“ AWR Claim ”	means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the Agency Workers Regulations;
“ Calendar Week ”	means any period of seven days starting with the same day as the first day of the First Assignment;
“ Charges ”	means the charges as notified to the Hirer at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Intermediary's fees, the Employment Business' commission, and any travel, hotel or other disbursements as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable;
“ Conduct Regulations ”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
“ Control ”	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
“ Data Protection Laws ”	means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
“ Engagement ”	means the engagement, employment or use of the Intermediary's services or the services of any Agency Worker by the Hirer or by any third party to whom the Intermediary and/or

any Agency Worker have been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through any other employment business; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"Hirer's Group"	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
"Intermediary"	means the person, firm or corporate body Introduced to the Hirer by the Employment Business to carry out an Assignment (and, save where otherwise indicated, includes the Agency Worker);
"Introduction"	means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Intermediary or Agency Worker; or (ii) the Hirer's interview of an Intermediary or Agency Worker (in person, by telephone or by any other means), following the Hirer's instruction to the Employment Business to supply a temporary worker; or (iii) the supply of an Intermediary; and in any case, which leads to an Engagement of that temporary worker, Intermediary or Agency Worker; and "Introduces" shall be construed accordingly;
"Introduction Fee"	means the fee payable by the Hirer in accordance with clause 7;
"Losses"	means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
"Relevant Terms and Conditions"	means terms and conditions relating to: (a) pay; (b) the duration of working time; (c) night work; (d) rest periods; (e) rest breaks; and (f) annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;
"Remuneration"	includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Intermediary for services provided to or on behalf of the Hirer. Where a company car is provided, a notional amount of £3,000.00 P.A will be added to the sums paid to the Intermediary in order to calculate the Employment Business' fee; and

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE CONTRACT

- 2.1. This Agreement together with the attached Schedules and any applicable Assignment Details Form ("**Agreement**") constitutes the contract between the Employment Business and the Hirer for the supply of the Intermediary Services by the Employment Business to the Hirer, and is deemed to be accepted by the Hirer by virtue of its request for, interview with, or Engagement of an Intermediary or the passing of any information about the Agency Worker or Intermediary to any third party following an Introduction.
- 2.2. This Agreement contains the entire agreement between the Employment Business and the Hirer for the supply of the Intermediary Services to the Hirer, and unless otherwise agreed in writing by a Director of the Employment Business, this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.
- 2.3. Subject to clause 5.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a Director of the Employment Business and the Hirer and are set out in writing.
- 2.4. The Hirer acknowledges that the Intermediary and the Agency Worker carrying out the Assignment have opted out of the Conduct Regulations and that none of the Conduct Regulations apply to any Assignments governed by this Agreement.



KEY TALENT SOLUTIONS
UNLOCKING POTENTIAL

3. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER

Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, the Employment Business will send to the Hirer the information set out in the Assignment Details Form.

4. TIMESHEETS

- 4.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week) the Hirer shall sign the Employment Business' timesheet verifying the number of hours worked by the Agency Worker during that week.
- 4.2. Signature of the timesheet by the Hirer is confirmation of the number of hours worked by the Agency Worker. If the Hirer is unable to sign a timesheet produced for authentication by the Intermediary because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Agency Worker. **Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.**
- 4.3. The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event that the Hirer is dissatisfied with the work performed by the Agency Worker the provisions of clause 8 shall apply.

5. CHARGES

- 5.1. The Hirer agrees to pay the Charges.
- 5.2. The Employment Business reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:
 - 5.2.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or
 - 5.2.2. if there is any variation in the Relevant Terms and Conditions.
- 5.3. The Charges are invoiced to the Hirer on a weekly basis and are payable within «Payment_Terms».
- 5.4. VAT is payable at the applicable rate on the entirety of the Charges.
- 5.5. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date 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.
- 5.6. The Hirer's obligations under this clause 5 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights.
- 5.7. Unless otherwise agreed in writing, expenses paid to an Intermediary by The Employment Business, after being approved by the Hirer will be subject to a 25% mark up. This includes any instructions by the Hirer via a signed timesheet, to pay an Intermediary to a specific amount.

6. PAYING THE INTERMEDIARY

The Employment Business is responsible for paying the Intermediary.

7. INTRODUCTION FEES

- 7.1. The Hirer shall be liable to pay the Employment Business an Introduction Fee where the Employment Business Introduces the Intermediary to the Hirer and:
 - 7.1.1. the Hirer Engages the Intermediary or any Agency Worker other than through the Employment Business, within a period of 6 months from the termination of the Assignment in respect of which the Intermediary or Agency Worker was supplied, or if there was no supply, within 6 months of the Introduction of the Intermediary or any Agency Worker by the Employment Business to the Hirer; or
 - 7.1.2. the Hirer introduces the Intermediary or any Agency Worker to a third party and such introduction results in an Engagement of the Intermediary or any Agency Worker by the third party other than through the Employment Business within 6 months from the date of the introduction by the Hirer to the third party.
- 7.2. The Introduction Fee will be calculated at 20% of the annual fee or Remuneration payable to the Intermediary. Where the amount of the annual fee or Remuneration payable to the Intermediary is not known, the Introduction Fee will be calculated by multiplying the hourly Charges by 400.
- 7.3. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

7.4. VAT is payable in addition to any Introduction Fee due.

8. TERMINATION OF THE ASSIGNMENT

- 8.1. Either party may terminate the Assignment by giving to the other party in writing the period of notice specified in the Assignment Details Form.
- 8.2. Notwithstanding the provisions of clause 8.1 the Hirer may terminate the Assignment forthwith by notice in writing to the Employment Business where:
- 8.2.1. the Intermediary has acted in breach of any statutory or other reasonable rules and regulations applicable to it while providing the Intermediary Services; or
 - 8.2.2. the Intermediary is in wilful or persistent breach of its obligations; or
 - 8.2.3. the Hirer reasonably believes that the Intermediary has not observed any condition of confidentiality applicable to the Intermediary from time to time; or
 - 8.2.4. the Hirer reasonably considers that the Intermediary's provision of the Intermediary Services is unsatisfactory.
- 8.3. The Employment Business may terminate an Assignment forthwith by notice in writing if:
- 8.3.1. the Hirer is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or
 - 8.3.2. the Hirer fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or
 - 8.3.3. the Hirer is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 8.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Hirer; or
 - 8.3.5. an order is made for the winding up of the Hirer, or where the Hirer passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - 8.3.6. (where the Hirer is an individual) the Hirer dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

9. CONFIDENTIALITY AND DATA PROTECTION

- 9.1. All information relating to an Intermediary and the Agency Worker is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Intermediary Services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.
- 9.2. The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).
- 9.3. Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

10. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Intermediary Services by the Intermediary for the Hirer during the Assignment shall belong to the Hirer, save such rights as may be expressly owned or retained by the Intermediary and set out in the Assignment Details Form. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Intermediary shall (and any relevant Agency Worker shall) execute all such documents and do all such acts in order to give effect to the Hirer's rights pursuant to this clause.

11. LIABILITY

- 11.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skills, integrity and reliability from the Intermediary and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any Losses arising from the failure to provide an Intermediary for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Intermediary or if the Intermediary terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 11.2. Intermediaries and Agency Workers supplied by the Employment Business to the Hirer are deemed to be under the supervision, direction and control of the Hirer for the duration of the Assignment.



KEY TALENT SOLUTIONS
UNLOCKING POTENTIAL

- 11.3. The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Intermediary and about any requirements imposed by law or by any professional body, which must be satisfied if the Intermediary is to fill the Assignment. The Hirer will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Intermediary.
- 11.4. The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/or as a result of, any breach of this Agreement by the Hirer.
- 11.5. The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon possible but no later than 7 (seven) calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.
- 11.6. If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer undertakes to take such action and to give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Hirer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.
- 11.7. It is the Hirers' responsibility to satisfy itself as to the suitability of the applicant including but not limited to the take up of necessary references, medical information and confirming any professional or academic qualifications of the applicant prior to his or her commencing work and for obtaining work permits.

12. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

13. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. RIGHTS OF THIRD PARTIES

None of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

15. LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

TERMS OF BUSINESS for the supply of PERMANENT staff by Keybar Ltd

T/A KTS PERSONNEL

1. DEFINITIONS

- 1.1 In these Terms of Business ("Terms") the following definitions apply:-
- 1.2 "Agency" means Keybar Limited trading as KTS Personnel (hereinafter referred to as KTS)
"Applicant" means the person introduced by the Agency to the Client for Employment or an Engagement.
"Engagement" means any employment or engagement directly or indirectly or hiring the services of the Applicant or its personnel on a permanent or temporary basis, whether under a contract of service or contract for services.
"Introduction" means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to KTS to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae and or qualifications or other information which identifies the Applicant; and which leads to Employment or an Engagement of that Applicant by the Client or any third party to whom the Applicant is introduced by the Client.
- 1.3 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

2. THE AGREEMENT

- 2.1 These Terms constitute the entire agreement between KTS and the Client for the supply of an Applicant by KTS to the Client and are deemed to be accepted by the Client by virtue of its request for interview with, or Engagement of the Applicant.
- 2.2 Variation or alteration to these Terms shall not be valid unless approved by KTS in writing.
- 2.3 Unless otherwise agreed in writing by KTS, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

- 2.4 The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 2.5 The Client is deemed to have accepted these Terms, if the Client or any of the Client's employees or representatives interviews or engages an Applicant. In these Terms, "Engages", "Engaged" or "Engagement" means the direct or indirect engagement or employment or use of an Applicant under a contract of services or contract for services.

3. INTRODUCTION FEES

- 3.1 In the event the Client at any time within six (6) months of the introduction of, or within fourteen (14) weeks from the commencement of the relevant Engagement, or within eight (8) weeks from the expiry or termination of the relevant Engagement (whichever is the later) engage, employ, utilise the services of or introduce to another business, either temporarily or permanently, directly or indirectly, any Applicant supplied under this Agreement then the Client shall pay to KTS a sum equivalent to 25% of the annualized Fee Rate.
- 3.2 Where the Client fails to inform KTS of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge (or equivalent hourly charge if on price work) of KTS for the Applicant's services by five hundred [500]. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates.

4. LIABILITY

- 4.1 Whilst reasonable effort is made by KTS to ensure the qualifications, and experience of the Applicant by providing them in accordance with the Client's requirements, KTS shall not be liable for any loss, expense, damage or delay arising from any failure to provide any Applicant for all or part of the period of an Engagement or from the negligence, dishonesty, misconduct or lack of skill of the Applicant.
- 4.2 The Client will comply in all respects with all statutes including, for the avoidance of doubt, the Health and Safety At Work Act etc., by-laws, codes of practice and legal requirements to which the Client is ordinarily subject.
- 4.3 The Client shall advise KTS of any special health, safety and operational matters about which KTS should inform the Applicant.
- 4.4 The Client shall indemnify and keep indemnified KTS against any costs, claims or liabilities incurred by KTS arising out of any Engagement or arising out of any non-compliance with clause 4.2 and 4.3 and/or as a result of any breach of these Terms by the Client.
- 4.5 KTS does not exclude liability for death or personal injury arising from its own negligence.
- 4.6 It is the Clients' responsibility to satisfy itself as to the suitability of an Applicant including but not limited to the take up of necessary references, medical information and confirming any professional or academic qualifications of the Applicant prior to his or her commencing work and for obtaining work permits.

5. GENERAL

- 5.1 Each party agrees that it shall maintain as confidential all information of a confidential or commercially sensitive nature that it obtains from the other party and shall use such information solely to fulfil its obligations under this contract or as may be required by law. KTS shall at the request of the Client endeavour to procure that the Applicant signs such confidentiality undertakings in favour of the Client as it may reasonably require.
- 5.2 KTS shall not be liable for any failure to fulfil its obligations where such failure is due to circumstances beyond its reasonable control.
- 5.3 Both parties agree that this contract shall not be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 and this contract can be rescinded or varied by agreement between the parties without the consent of any such third party.

6. LAW

- 6.1 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts in England and Wales.

7. SEVERABILITY AND ILLEGALITY

- 7.1 If any provision or term of this agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision or any Court or other body or authority having jurisdiction over the parties or this agreement including the EEC Commission and the European Court of Justice, such terms or provisions shall be divisible from this agreement in the jurisdiction in question.

8. PERMANENT PLACEMENTS

- 8.1 Permanent placements will be subject to a fee in accordance with the following scale of fees as a proportion of the starting salary and are subject to VAT at the prevailing rate:

Annual salary (£)	Percentage fee
All salaries	20%

Payment of invoices is due within 14 days from the date of invoice.

This rate is applicable provided payments are made within the payment terms as stated above. If it is deemed necessary to recover debt due to late payment or for breaches of any other Terms within the contract then the appropriate rates specified in clause 3 will apply.

- 8.2 The direct and indirect costs associated with any advertising placed by KTS on behalf of the Client at the Client's request will be paid for by the Client whether or not an Applicant is engaged.
- 8.3 Provided that KTS is notified in writing within seven days of termination of employment and provided that the Client has paid the fee within 14 days of the date of the invoice, KTS shall endeavour to seek a replacement at no extra cost to the Client. If KTS is unable to find a replacement within 4 weeks, the Client shall receive a credit against the fee paid, which shall be calculated as a proportion of the introduction fee as follows:
- 8.4 Rebate structure:
If the Applicant is found to be unsuitable and their employment is terminated, during the first **4 weeks** of engagement, the Agency will either reimburse **50%** of the fee paid, **or provide a FREE REPLACEMENT**. After which the following refund will apply up to 8 weeks.

Period of Engagement	Percentage of Refund
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Week 5	40%
Week 6	30%
Week 7	20%
Week 8	10%

8.5 In the event of such termination within the 8 week period and KTS has found a replacement that is acceptable to the Client, then no fee will be charged and no rebate given.

9. **NON SOLICITATION**

9.1 Both parties agree not to approach or induce with offers of employment, directly or indirectly, any of the other parties staff that it has direct contact with under these Terms without prior written agreement of the other party.

10. **ACCEPTANCE**

10.1 Acceptance on site by the Client, of an Applicant supplied by KTS Personnel shall be deemed to constitute acceptance by the Client of all of these terms and conditions without any variation.

IMPORTANT STATEMENT: You are agreeing to enter this agreement by engaging our services, please do not engage our services until and unless you have read and understood our terms of business.