



KEY TALENT SOLUTIONS
UNLOCKING POTENTIAL

Keybar Ltd trading as KTS

TERMS AND CONDITIONS OF ENGAGEMENT

WORK SEEKER (CONTRACT FOR SERVICES)

This agreement is between **Keybar Ltd trading as KTS or KTS [sub brand] (as relevant)** (hereinafter called **KTS**); a company incorporated in England under number 1382035 whose registered office is at 2nd Floor, Davis House, Robert Street, Croydon, CR0 1QQ, (hereinafter called “KTS”) and the worker (hereinafter called the “Temporary Worker”). The “Client” refers to the organisation to whom the Temporary Worker, is contracted to work. This Agreement and attachments (“Terms”) constitute the entire agreement between KTS and the Temporary Worker for the supply of services (“Services”) by the Temporary Worker to the Client and they shall govern all assignments.

(“Assignments”) undertaken by the Temporary Worker. These Terms may be supplemented with Client specific terms (“Client Specific Addendum”) and attached hereto. However, no contract shall exist between KTS and the Temporary Worker between Assignments. These Terms apply until such time where KTS and the Temporary Worker or the Temporary Worker’s company (if one is appointed by the Temporary Worker) agree alternative terms and upon such agreement these Terms shall cease to have effect.

KTS may incur a cost in the assignment of temporary workers. KTS agrees not to charge for work finding services, however once an Assignment is confirmed KTS’s Clients may require KTS to follow certain processes before a Temporary Worker can be assigned. Such processes may incur a cost and KTS gives notice of the types of Client requirements below. These costs, if they apply, will be notified by KTS and will be payable by the Temporary Worker. No refunds of costs are provided by KTS once incurred. Examples of costs include but is not limited to, film badges, work wear, DBS

Certificates, training and Occupational Health Certificates.

THE CONTRACT

1. The Temporary Worker will be required to render Services to the Client as described in the

Assignment Schedule (“Assignment Schedule”). The Temporary Worker is engaged on a contract for services by KTS on these Terms. For the avoidance of doubt, the Temporary Worker is not an employee of KTS although KTS is required to make statutory deductions from the Temporary Worker’s pay in accordance with clause 9. These Terms shall not give rise to a contract of employment between KTS and the Temporary Worker, or the Temporary Worker and the Client. The Temporary Worker is supplied as a worker, and is entitled to certain statutory Rights, but nothing in these Terms shall be construed as giving the Temporary Worker Rights in addition to those provided by statute except where expressly stated. These Terms are deemed to be agreed by the Work Seeker unless the Work Seeker queries these Terms within 48 hours from receipt or if the Work Seeker continues to liaise with or provide details in connection with KTS finding work opportunities (whichever is the earlier).

2. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between KTS and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.



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3. KTS operates in the capacity of an employment business as defined under the Conduct of Employment Agencies and Employment Businesses Regulations 2003. KTS operates as an employment agency in the event it provides work seeking services for a permanent placement.

4. KTS will endeavour to obtain suitable Assignments in the healthcare sector for the Temporary

Worker although there is not an obligation to do so and KTS shall not incur any liability to the Temporary Worker should it fail to offer any Assignments. The Temporary Worker shall not be obliged to accept any Assignment offered by KTS.

5. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that KTS shall incur no liability to the Temporary Worker should it fail to offer Assignments or any hours under an Assignment.

6. At the same time as an Assignment is offered to the Temporary Worker, KTS shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable to the Temporary Worker; intervals of payment; and any risks to health and safety known to the Client and the steps the Client has taken to prevent or control such risks. In addition KTS shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to perform Services during the Assignment. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday).

TEMPORARY WORKER'S OBLIGATIONS

7. The Temporary Worker is not obliged to accept any Assignment offered by KTS but if they do, during every Assignment and afterwards where appropriate, they will:

7.1.1. co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;

7.1.2. observe any relevant Client rules and regulations (including hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;

7.1.3. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;

7.1.4. not engage in any conduct detrimental to the interests of the Client;



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7.1.5. not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or KTS's employees, business affairs, transactions or finances;

7.1.6. on completion of the Assignment or at any time upon request by the Client or KTS return to the Client or where appropriate, to KTS, any Client property or items provided to the Temporary Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing;

7.1.7. be present during the times, or for the total number of hours during each day as are required by the Client. If KTS and/or Client requests that the Temporary Worker work more than 48 hours per week the Temporary Worker hereby agrees to do so. Should the Temporary Worker wish to decline to work more than 48 hours per week they shall inform KTS in writing;

7.1.8. not divulge any information contained in these Terms, the Assignment Schedule and in particular, any rates of remuneration, to any person. This preclusion does not apply to the Temporary Worker's solicitor or qualified legal advisor, the Inland Revenue or otherwise as may be required by law.

7.1.9 ensure they have the Right to work in the UK;

7.1.10. consent to work in the position to be filled by the Client;

7.1.11 ensure they are not prevented by any other agreement or arrangement from fulfilling the obligations under this Agreement.

8. If, either before or during the course of an Assignment, the Temporary Worker becomes

aware of any reason why they may not be suitable for an Assignment, they shall notify KTS without delay.

TIMESHEETS AND PAYMENT

9. Fees payable for the Assignment shall be stated in the Assignment Schedule which shall be above the National Minimum Wage for each hour during which services are provided by the Temporary Worker. KTS shall pay to the Temporary Worker fees calculated on an hourly or daily rate to be paid weekly in arrears subject to deductions for National Insurance, Income Tax and any other deductions as are required to be made by law from time to time. The Temporary Worker shall submit to the Client all time claimed using either KTS's timesheets or electronic systems, for authorisation on a weekly basis by the Client. Any other forms of timesheet recording shall be notified to the Temporary Worker if required by the Client. Any expenses incurred must have the prior written approval of the Client and should be claimed directly from the Client or otherwise as agreed with KTS. Subject to clause 10 below, upon receipt of the time sheets, KTS shall, within 30 days pay the Temporary Worker in accordance with this clause. Failure to submit timesheets in a timely manner may result in delay in the payment of Fees. Temporary Worker shall not be entitled to receive payment from KTS for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason, except as stated under these Terms.



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10. Where the Temporary Worker fails to submit a properly authenticated time sheet KTS shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to approve a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. KTS shall not make any payment to the Temporary Worker for hours not worked. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which they carry out services for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

11. Payment to the Temporary Worker by KTS is not conditional upon KTS receiving payment from the Client, subject to the provisions of Clauses 9 and 10.

12. Overtime will be paid by prior arrangement only and must be authorised by the Client.

13. Prior to the commencement of the Assignment, the Temporary Worker shall sign and return one copy of this Agreement, together with their National Insurance number and also a P45 from their previous place of work if applicable.

AGENCY WORKERS REGULATIONS 2010

14. The Agency Workers Regulations 2010 ("Regulations") applies to all Assignments under this Agreement. KTS undertakes to provide equal treatment in respect of basic employment and working conditions

("Conditions") to the Temporary Worker in accordance with the Regulations. In the event the Temporary Worker believes they are not in receipt of the Conditions, they shall promptly

but no later than seven days thereafter, inform KTS of the reasons why they believe they are not in receipt of the Conditions. KTS undertakes to promptly investigate in conjunction with the Client any such complaint made by the Temporary Worker and to promptly provide equal treatment to the Temporary Worker in accordance with the Regulations.

15. The Temporary Worker undertakes to inform KTS of any services provided by the Temporary Worker to the Client or any company associated with the Client or part of the Client's group of companies, prior to the commencement of any Assignment.

ANNUAL LEAVE AND SICKNESS ABSENCE

16. Where the Fees payable for the Assignment are at the National Minimum Wage the Temporary Worker is entitled to paid annual leave (including payment for statutory bank holidays) according to the statutory minimum as provided by the Working Time Regulations from time to time. Where Fees payable for an Assignment are above National Minimum Wage any entitlement to and payment for paid annual leave will be stated in the Assignment schedule. In the course of any Assignment, where applicable, during the first Leave Year, the



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Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

17. Entitlement to payment for leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the leave year ("Leave Year"). The Leave Year is defined as a calendar year.

18. In the event the Temporary Worker is entitled to any additional leave or Conditions in accordance with the Regulations, such leave and any payment thereto, shall be detailed in the Assignment Schedule and can be taken after it is accrued.

19. All entitlement to leave must be taken during the course of the Leave Year in which it accrues and none may be carried forward to the next year. The Temporary Worker is responsible for ensuring that all annual leave is requested and taken within the Leave Year.

20. The Temporary Worker is required to obtain prior approval from both KTS and the Client, at least 2 clear weeks before they plan to take holidays in excess of 1 week in duration or 1 week before holidays up to 1 week in duration. Payments for annual leave will be calculated on the basis of rates paid during the Client's normal working hours i.e. those which do not attract overtime rates of pay. Where a bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the Temporary Worker having accrued entitlement to payment for leave, that day shall count as part of the Temporary Worker's paid annual leave entitlement.

21. The Temporary Worker may be entitled to Statutory Sick Pay provided they meet the relevant statutory criteria.

22. Either KTS or the Temporary Worker may terminate this Agreement or the

Temporary Worker's Assignment with or without cause at any time without prior notice or liability. In the event any notice period is agreed for an Assignment, this shall be agreed in the Assignment Schedule. Where a notice period is agreed, the Temporary Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between KTS and the Client. In the event that the contract between KTS and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Temporary Worker (save for payment for hours worked by the Temporary Worker up to the date of termination of the Assignment).

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

23. The Temporary Worker agrees; (a) not at any time whether during or after an Assignment (unless expressly so authorised by the Client) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client with the exception of information already in the public domain; (b) to deliver up to the Client or KTS (as directed) on request all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created during the course of the Assignment; (c) not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when

TERMINATION



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required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client.

24. The Temporary Worker acknowledges that all copyRight, trademarks, patents and other intellectual property Rights deriving from Services carried out for the Client during the Assignment shall belong to the Client. Accordingly the Temporary Worker shall execute all such documents and do all such acts as KTS shall from time to time require in order to give effect to its Rights pursuant to this clause.

TRANSFER FEES

25. The Temporary Worker shall notify KTS immediately if any permanent employment offer or direct or indirect engagement offer has been made to the Temporary Worker by the Client. In the event the Client wishes to employ or engage the Temporary Worker directly or through another employment business, the Temporary Worker acknowledges that KTS will be entitled either to charge the Client a transfer fee or provide the Client with an option to extend the Assignment as an alternative to charging the Client a transfer fee. In addition KTS will be entitled to charge a transfer fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker.

LIABILITY

26. The Temporary Worker shall be liable for any injury, loss or damage arising from its breach of these Terms or its negligence or wilful misconduct during an Assignment and the Temporary Worker shall indemnify KTS against all direct or indirect losses, costs, claims,

31. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

damages, expenses arising from such breach, negligence or wilful misconduct.

GENERAL

27. The Temporary Worker consents to KTS, the Client, any other intermediary involved in supplying services of the Temporary Worker to the Client, to process their personal data in connection with the performance of the Assignment and pursuant to these Terms.

28. 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.

29. If any provision of these Terms is held not to be valid but would be valid if part of the wording were deleted or amended, then such provision shall apply with such deletions/amendments as may be necessary to make it valid. If any of the provisions in these Terms are held not to be valid the remaining provisions of these Terms shall remain in full force and effect.

30. Where there is a conflict between these Terms, Assignment Schedule and any Client Specific Addendum (where attached), then to the extent of such conflict, the Assignment Schedule and

Client Specific Addendum shall prevail. Where there is a conflict between the Client Specific Addendum and Assignment Schedule, then to the extent of such conflict, the Assignment Schedule shall prevail.

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



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33. These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English courts.

34. The Temporary Worker agrees to comply with the provisions of the EU General Data Protection Regulation, Data Protection Act 2018 as amended or replaced from time to time, any regulations made under that legislation and any data protection laws of any other applicable jurisdiction, collectively the (“DP Laws”) in the context of the Assignment and in the performance of its obligations under these Terms. The Temporary Worker agrees that KTS may collect and process data in respect of the Temporary Worker for the purposes of these Terms, in accordance with the DP Laws; it consents to KTS, the Client and their associated companies using this information to provide services, to provide the information to the Client.

RIGHT TO REPRESENT

35. By engaging with KTS for work finding services the temporary worker hereby gives the right to represent exclusively to KTS for any specific role whereby an agent of KTS has conducted a screening exercise to understand the specific needs of the work seeker for said specific company KTS and has disclosed this information to the work seeker as a potential client to whom the work seeker is to be introduced to and whereby the work seeker has confirmed that they have not been introduced to said client already for the specific role on offer. This exclusive right to represent will remain in place for 6 months from the date KTS made such an introduction. The work seeker will be required to disclose if requested by KTS to do so, written confirmation to share with the client to confirm where KTS have exclusive right to represent and inform any other recruitment agent to withdraw their submission for any such specific recruitment process.

36. By engaging with KTS for work finding services the work seeker hereby authorise KTS to begin to take steps, commencing immediately once the work seeker has submitted an interest to engage KTS for the purpose of providing work finding services, to attempt to assign the work seeker to work for one or other of its clients, subject to the work seekers suitability and availability for work. This by no means constitutes an employee/employer relationship. The work seeker understands that this Agreement provides no guarantee that KTS will be successful in its attempts to assign the work seeker to work and that this agreement therefore does not guarantee future work assignments with any clients of KTS.

37. By engaging with KTS for work finding services, the work seeker consents to the collection of my Personal Information, as requested by KTS and understands that this information will be used strictly for the purpose of assisting them in finding a suitable work opportunity. The work seeker consents to the disclosure of such Personal Information to KTS clients when, at KTS’s exclusive discretion, the client may provide them with a suitable work opportunity; and to the extent necessary to KTS representatives (including, but not limited to, franchisees, affiliates, partners and contractors) who may assist KTS in providing work finding services.

38. By engaging with KTS for work finding services, the work seeker further consents to the retention of their Personal Information by KTS (brand name) as long as they are utilizing KTS’s work finding services. In the event that the work seeker wishes to withdraw their consent to the use, disclosure and retention of their Personal Information, the work seeker understands that it is responsibility of the work seeker to inform KTS in writing, at which time the work seeker may be informed by KTS if and/or how such withdrawal may affect the services being provided to them.



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ADDITIONAL CLAUSES APPLICABLE WHERE THE TEMPORARY WORKER IS INCORPORATED

- 1 As further set out under clauses 2 and 3, Chapter 10 Part 2 of Income Tax (Earnings and Pensions) Act 2003 (“Off Payroll”), may apply to the Assignment. If Off Payroll applies, KTS is entitled to deduct any applicable PAYE and any NI contributions due under the Assignment paid on or after 6th April 2017 or vary the agreement and/or rate of pay to reflect all statutory deductions. Off Payroll shall not be applied should the Temporary Worker’s company (“Company”) act in the capacity of an umbrella company.
- 2 Should the Company provide Services to a Client or its end user customer either of which is a public authority organisation, the Company acknowledges that the public authority and KTS shall assess whether Off Payroll applies to the Assignment. The Company shall provide its cooperation in such assessment. The Company will provide timely, accurate and full information as is required by KTS from time to time to comply with its Off Payroll obligations. In the event the Company provides inaccurate or incomplete information the Company shall indemnify KTS against all costs, claims, damages, expenses, fines, penalties imposed by any Government authority.
- 3 Where Off-Payroll applies to the Assignment the Company agrees that KTS shall deduct from the Fees all sums in respect of PAYE Income Tax and National Insurance Contributions, in accordance with Off-Payroll, prior to payment of Company invoice. KTS shall remit such sums deducted to HM Revenue and Customs to comply with its statutory duty. KTS will provide a statement to Company setting out such deductions. However KTS is entitled to delay payment of Fees in the event the Client delays in its Off Payroll assessment. Save for the foregoing or to the extent required by law, the Company is and will continue to be wholly responsible for the correct payment of all taxes and statutory deductions. KTS shall have no liability to the Company arising out of the application of Off Payroll to the Assignment.
- 4 In the event the Company becomes aware that any information provided to KTS by virtue of this Agreement is incorrect or needs updating, it will within 7 days of becoming so aware, notify KTS in writing of this and the revised information. The Company shall also advise KTS within 7 days should it initially provide Services in the private sector but ultimately provides its Services to a public sector organisation during the Assignment. Upon receipt of notice from KTS that it requires any additional information to comply with Off Payroll and/or any investigation by HMRC and/or any evidence of the Company’s compliance with this Agreement, the Company shall promptly provide to KTS all requested information and/or documentation. Upon serving reasonable notice, KTS has the Right to audit the Company’s records relating to the Assignment.
- 5 KTS has the Right to require the Company to enter into a contract with a third party payroll provider who shall have the responsibility to deduct income tax and Employee National Insurance Contributions.