



RECRUITMENT TERMS AND CONDITIONS of QA Limited (company number 02413137) and QA Talent Limited (05962875) in each case with registered offices at International House, 1 St Katharine's Way, London, E1W 1UN. These Recruitment Terms and Conditions ("Terms") are effective from 1 September 2023. These Terms shall incorporate the QA General Terms of Sale available at <https://www.qa.com/legal-privacy/> (the "General Terms").

1. Definitions and Interpretation

1.1. Definitions in the General Terms shall apply to these Terms and the following additional definitions shall have the following meanings:

Recruitment Services: the recruitment services specified in the Order which shall include the introduction of Resource to the Customer in relation to a Role;

Resource: means any person or individual which Supplier introduces to the Customer in relation to a Role;

Role: means the role specified in the Order which the Customer would like the assistance of Supplier to fill and which shall be comprehensively detailed in the applicable Order; and

Resource: means any person or individual which is introduced by Supplier to the Customer in relation to a Role.

2. Recruitment Services

2.1. Supplier shall:

2.1.1. use reasonable endeavours to introduce suitable Resource to a Customer in respect of a Role provided that the Customer acknowledges and agrees that Supplier does not represent or warrant or undertake to find a suitable or any person or Resource for a Role and the Customer agrees to the terms of Condition 3.2;

2.1.2. provide reasonable co-operation with the Customer in all matters relating to the provision of the Recruitment Services and ensure it has the necessary consent from Resource in order to introduce such Resource to the Customer;

2.1.3. obtain and at all times maintain all licences and consents which may be required for the provision of the Recruitment Services; and

2.1.4. comply with all Applicable Laws which may apply from time to time in relation to the provision of the Recruitment Services.

2.2. The Customer agrees that, Supplier shall have no liability to the Customer under any circumstances for the acts or omissions of Resource prior to or following engagement by the Customer nor does Supplier warrant that Resource will be suitable for a Role and accordingly the Customer agrees to undertake its own due diligence on Resource to ensure their suitability for a Role including by checking:

2.2.1. character and experience;

2.2.2. the validity of the Resource's qualifications;

2.2.3. where appropriate, that the Resource is capable of operating any equipment or machinery to the necessary level;

2.2.4. any certificate of sponsorship or permit needed to enable the Resource to work in the United Kingdom; and

2.2.5. that the Resource satisfies any medical requirements or other qualifications that may be appropriate or required by law.

2.3. For a period of 24 months following an introduction, the Customer shall be liable to Supplier for payment of Charges for any Resource engaged and/or hired by the Customer (on any basis including where engagement is on a temporary or non-employment related basis) including where the Customer hires such Resource in the Role or any other role and the Customer shall notify Supplier promptly following any such engagement.

2.4. If the Customer effectively introduces any Resource to any third party, whether directly or indirectly, and that Introduction results in an engagement of the Resource by that third party (on any basis including fixed, temporary and employment or otherwise), the Customer will be liable to Supplier for the Charges.

2.5. The Customer shall inform Supplier of all requirements imposed by law, or by any professional body, which must be satisfied by the Customer or the Resource to enable the Resource to work for the Customer in the Role and any matter which may be detrimental to the interests of the Resource or the Customer for the Resource to work for the Customer in the position which the Customer seeks to fill.

2.6. The Customer provides authorisation for Supplier to advertise the Role for the Customer and the Customer shall provide all necessary information required by Supplier in order to accurately describe the Role within advertisements.

2.7. The Customer:

2.7.1. confirms that it is not aware of anything which will cause a detriment to the interests of the Resource if it engages that Resource to fill the Role; and

2.7.2. will inform Supplier immediately if it becomes aware of any circumstances which would render such engagement detrimental to the interests of the Resource.

3. Tax

3.1. The Customer will be responsible for and will account to the appropriate authorities for all income tax liabilities and National Insurance contributions (NICs) or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with fees and/or benefits provided to Resource (the "Employment Liabilities") upon commencement of employment by the Customer and Customer shall indemnify Supplier from and against and claim, action, proceeding and/or losses (including costs and expenses incurred) suffered in connection with the Employment Liabilities.

3.2. The Customer will be fully responsible for and will indemnify Supplier for and in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Resource relating to their employment and or engagement with the Customer including any claim arising from the employment process of the Customer.

4. Records

The Customer shall maintain records and information relating to the employment and/or engagement with Resource and provide Supplier access to such information in order for Supplier to comply with Applicable Laws.

5. Insurance

The Customer shall maintain in force, with a reputable insurance company, employer's liability insurance to cover the liabilities that may arise under or in connection with the employment of Resource.

6. Data Protection

6.1. The Data Protection and Information Security Addendum available at <https://www.qa.com/legal-privacy/> is incorporated into these Terms. Terms defined in this Condition 6 shall have the meaning given to them in the Data Protection Addendum.

6.2. The Customer shall be a Data Controller where it is Processing Personal Data for the purpose of its relationship with each Resource as his or her employer.

6.3. The Supplier shall be a Data Controller where it is Processing Personal Data for the purpose of its role as the provider of Recruitment Services.

6.4. The Parties do not anticipate that either will act as a Data Processor on behalf of the other Party and neither Party is authorised or instructed to act as a Data Processor on behalf of each other.

6.5. The Parties will not act as joint Data Controllers in common.