

**KEYBAR LTD – TERMS OF BUSINESS FOR CONTRACTOR SUPPLY
(GOVERNED BY THE LAWS OF ENGLAND AND WALES)**

This Agreement is entered into on this [Day] day [Month] [Year]

BETWEEN:

Keybar Ltd trading as Key Health, a company duly incorporated under the laws of England and Wales with company number 1382035 and having its registered office at 1st Floor, Regus - The Lansdowne Building, 2 Lansdowne Road, Croydon, England CR9 2ER ("the Agency");

and

[client company name], a company registered in [Country of Registration] with registration number [XXXX1234], having its principal place of business at [full Address] ("the Client").

Client Signatory: [Name of client contact]

Phone: [contact number with int dial code]

1. DEFINITIONS

- "Assignment" means the period during which a Contractor is supplied to render services to the Client.
- "Contractor" means the individual or entity introduced by the Agency to the Client for the purpose of providing services.
- "Engagement" includes the Client's employment, retention, or utilisation of a Contractor on any basis.
- "Charges" means the fees payable by the Client to the Agency for services provided by a Contractor.

3.2 Invoices are rendered weekly in arrears based on approved timesheets. 3.3 Payment is due within 14 calendar days from the date of invoice. 3.4 The Agency reserves the right to charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue sum. 3.5 The Client shall not withhold or set off any amounts without the Agency's prior written consent.

Search Engagement Fee – Non-Responsive Mandate

3.6 Where the Client instructs the Agency to conduct a search for a permanent or contract role and the Agency submits one or more CVs aligned with the brief, a Search Engagement Fee of 20% of the Agency's estimated full-year fee value shall become payable if the Client fails to respond within seven (7) calendar days of CV submission.

2. SCOPE OF AGREEMENT

2.1 This Agreement applies exclusively to the supply of Contractors by the Agency to the Client for temporary, time-and-materials-based work.

2.2 All Assignments are subject to the terms set out herein, unless explicitly varied in writing by both parties.

Failure to respond includes not providing meaningful written feedback or not scheduling interviews with any submitted Candidates. The full-year fee value is based on either the anticipated gross annual salary (for permanent roles) or a 12-month assignment value at the indicated contract rate (for contract roles).

This fee reflects the Agency's resource expenditure and opportunity cost. It shall not apply where the Client provides feedback or books interviews within the 7-day period. If applicable, the fee will be invoiced immediately after and is payable within fourteen (14) days of the invoice date

3. CHARGES AND PAYMENT TERMS

3.1 All Charges are exclusive of applicable taxes (e.g. VAT, GST).



4. TIMESHEETS AND APPROVAL

4.1 Contractors must submit weekly timesheets for hours worked. 4.2 The Client shall review and either approve or dispute each timesheet within three (3) business days. 4.3 Failure to respond within this timeframe shall result in deemed approval. 4.4 The Agency is entitled to rely on timesheet submissions to raise valid invoices.

5. CONTRACTOR PERFORMANCE AND QUALITY

5.1 The Agency will exercise reasonable care to introduce suitable Contractors. 5.2 The Client is responsible for verifying suitability, work eligibility, and skills before engagement. 5.3 If within five (5) working days of commencement the Client finds the Contractor unsatisfactory and notifies the Agency in writing with reasons, the Agency will attempt to replace the Contractor. Charges may be waived for that period at the Agency's discretion. 5.4 Beyond this window, the Client accepts full supervisory responsibility. 5.5 The Agency provides no guarantee of Contractor performance once under the Client's direction.

6. LIABILITY AND INDEMNITY

6.1 The Agency shall not be liable for any indirect or consequential losses. 6.2 The Client shall indemnify the Agency against any claims arising out of:

- The acts or omissions of the Contractor;
 - Breach of this Agreement;
 - Any applicable employment, immigration, health & safety, or tax legislation. 6.3 Nothing limits liability for death, personal injury, or fraud.
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7. HEALTH AND SAFETY

7.1 The Client shall comply with all applicable workplace health and safety laws and ensure a safe environment for Contractors.

8. CONFIDENTIALITY

8.1 All confidential information exchanged under this Agreement shall be kept strictly confidential. 8.2 This obligation shall survive termination for five (5) years.

9. NON-SOLICITATION

9.1 The Client shall not employ or engage a Contractor directly or indirectly within twelve (12) months following an Assignment without the Agency's prior written consent. 9.2 A breach shall entitle the Agency to a placement fee equal to 20% of the Contractor's projected annualised remuneration.

10. DATA PROTECTION

Both parties shall comply with the UK GDPR and the local country's data protection laws, as applicable.

11. INSURANCE

Each party warrants that it maintains adequate insurance cover relevant to its responsibilities under this Agreement.

12. TERM AND TERMINATION

12.1 This Agreement shall remain in force until terminated with 30 days' prior written notice. 12.2 Either party may terminate immediately for material breach or insolvency.

13. NOTICES

Notices must be sent in writing to the registered address or via email and shall be deemed received: (a) on delivery if by hand; (b) when confirmed if by email; (c) 48 hours after posting by mail.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.



SCHEDULE 1 – ASSIGNMENT DETAILS (example only, each to be provided per placement via email)

- Contractor Name:
 - Role/Assignment Description:
 - Start and End Dates:
 - Location (Onsite/Remote):
 - Daily or Hourly Rate (plus tax):
 - Agency Contact:
 - Client Contact:
 - Invoicing Frequency (weekly)
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Signed for and on behalf of Keybar Ltd:

Signature:

Name:

Position:

Date: DD/MM/YYYY

Signed for and on behalf of [Client Company Name]:

Signature: _____

Name: [Client Signatory]

Position: [Position]

Date: _____