

Quatro Solutions – Introduction & Non-Circumvention Terms

These are Quatro Solutions Limited's ("Quatro") standard Terms of Introduction. They apply automatically to every introduction Quatro makes, without signature, and are referenced in the footer of every Quatro email. Any engagement that follows an introduction must run through Quatro, or Quatro is paid a fee.

- **Acceptance is by accepting an introduction.** No signature is needed. Accepting an introduction from Quatro, in any form, is acceptance of these terms.
- **Part A** applies to candidates and contractors. They accept an introduction by agreeing to Quatro putting them forward to a client, or by taking part in any interview, call or meeting Quatro arranges.
- **Part B** applies to clients. They accept an introduction by receiving candidate details from Quatro without rejecting them under clause B3, or by interviewing, contacting or engaging that candidate.
- A signed Contract for Services with a Schedule governs the work itself. These terms govern the introduction and continue alongside it.

Publish these terms at a fixed web address (for example qsol.co.uk/terms) and keep a dated version history. This is a draft template, not legal advice; have it reviewed by an employment solicitor before use.

Part A: Terms of Introduction for Candidates and Contractors

A1. Definitions

1. "Candidate" means the individual receiving these terms and, where the individual works through a personal service company or other intermediary, that company (the "Contractor Company"), each jointly and severally bound.
2. "Client" means any person, firm or company to which Quatro introduces the Candidate, together with any Group Company of it.
3. "Group Company" means any subsidiary or holding company of the Client, and any subsidiary of such holding company, as defined in section 1159 of the Companies Act 2006.
4. "Introduction" means Quatro (a) sending the Candidate's CV, profile or details to a Client, (b) arranging any interview, call or meeting between the Candidate and a Client, or (c) telling the Candidate of a specific opportunity with a named Client. "Introduced" has a corresponding meaning.
5. "Engagement" means any employment, contract for services, consultancy, secondment, fixed-term or interim arrangement, whether direct or through a

third party, umbrella company or other agency. "Engaged" has a corresponding meaning.

6. "Protected Period" means 12 months from the later of the Introduction and the end of any assignment the Candidate carried out for the Client through Quatro.

A2. Consent to be represented

1. The Candidate authorises Quatro to represent them to Clients and confirms Quatro will not submit their details to any Client without first naming the Client and role to the Candidate.
2. Once the Candidate has agreed to an Introduction, Quatro is the Candidate's sole representative for that Client for the Protected Period.
3. The Candidate will not allow any other agency, intermediary or third party to submit or represent them to that Client for any role during the Protected Period.
4. If the Candidate has already been submitted to a Client by another party, or has had direct contact with the Client within the previous 12 months, they must tell Quatro before agreeing to the Introduction. In that case the Introduction will not proceed unless Quatro and the Candidate agree otherwise in writing.

A3. Conduct after an Introduction

1. The Candidate will route all discussions about rates, terms, start dates and offers with an Introduced Client through Quatro.
2. If a Client, or anyone on its behalf, approaches the Candidate directly about an Engagement during the Protected Period, the Candidate will refer that approach to Quatro.
3. The Candidate will not accept an Engagement with an Introduced Client during the Protected Period except through Quatro, unless Quatro has agreed in writing.
4. Nothing in this Part A prevents the Candidate from working for any other person, or from ending any assignment in line with its notice terms.

A4. Contractor Companies

1. This clause applies only where the Candidate supplies services through a Contractor Company that has opted out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 under regulation 32(9).
2. If the Contractor Company, or its officer or worker, is Engaged by an Introduced Client during the Protected Period other than through Quatro, the Contractor Company will pay Quatro the Contractor Introduction Fee in the Schedule of Fees.

3. The parties agree this fee is a genuine pre-estimate of Quatro's lost margin and is not a penalty.

A5. Information and confidentiality

1. The Candidate confirms all information they give Quatro, including CV, qualifications, right-to-work status and references, is true and complete, and will tell Quatro promptly of any change.
2. The Candidate will keep confidential all Client names, rates and opportunity details Quatro shares, and will not use them to approach a Client directly.
3. Quatro will process the Candidate's personal data in line with its privacy notice, the UK GDPR and the Data Protection Act 2018.

A6. Fees to the Candidate

Quatro will not charge an individual Candidate any fee for finding or seeking to find them work.

A7. General

These terms are governed by English law and the courts of England and Wales have exclusive jurisdiction. If any provision is found unenforceable, it will be read down to the extent needed and the rest continues in force.

A8. Acceptance

These terms apply to every Introduction and are referenced in every Quatro email and available at [qsol.co.uk/terms]. No signature is needed. By accepting an Introduction (agreeing to be put forward to a Client, or taking part in any interview, call or meeting Quatro arranges), the Candidate accepts these terms.

Part B: Terms of Introduction for Clients

B1. Definitions

1. "Client" means the person, firm or company receiving these terms, together with any Group Company of it.
2. "Candidate" means any individual, and any Contractor Company through which that individual works, whose details Quatro has Introduced to the Client.
3. "Group Company", "Introduction", "Engagement" and "Contractor Company" have the meanings given in Part A.
4. "Protected Period" means 12 months from the later of (a) the Introduction, and (b) the last day the Candidate provided services to the Client through Quatro.
5. "Remuneration" means, for an employee, guaranteed annual base salary plus any guaranteed bonus, allowances and benefits in kind; for a contractor, the day rate multiplied by 220 days.

B2. Acceptance

These terms apply to every Introduction and override any terms the Client issues, unless Quatro agrees otherwise in writing. They are referenced in every Quatro email and available at [\[qsol.co.uk/terms\]](https://qsol.co.uk/terms). No signature is needed. By accepting an Introduction (receiving Candidate details from Quatro without rejecting them under clause B3, or interviewing, contacting or Engaging the Candidate), the Client accepts these terms.

B3. Effective introduction

1. An Introduction is effective unless, within 2 working days of receiving the Candidate's details, the Client tells Quatro in writing that it already knew of the Candidate and gives evidence of active contact in the previous 6 months.
2. Where the Client provides that evidence, Quatro will withdraw the Introduction and no fee is due for it.

B4. Non-circumvention

1. During the Protected Period the Client will not, other than through Quatro, Engage or seek to Engage any Introduced Candidate, directly or through any other agency, intermediary, umbrella company or third party.
2. The Client will not use an Introduction, or information Quatro has shared about a Candidate, to approach that Candidate directly or to have another party approach them.

3. If an Introduced Candidate is put forward to the Client by another agency during the Protected Period, the Client will treat the Introduction as Quatro's.
4. The Client will not pass a Candidate's details to any third party, including another Group Company or client of the Client, without Quatro's written consent. If it does and that third party Engages the Candidate during the Protected Period, the Client will pay the fee under clause B5.

B5. Fees on direct engagement

1. If the Client Engages an Introduced Candidate during the Protected Period other than through Quatro, the Client will pay Quatro the Introduction Fee in the Schedule of Fees.
2. Where the Candidate is already supplied to the Client by Quatro on assignment, this clause B5.2 applies instead of clause B5.1. If the Client Engages the Candidate other than through Quatro within the Relevant Period, the Client may choose either (a) to pay the Transfer Fee in the Schedule of Fees, or (b) to extend the assignment through Quatro for the Extended Hire Period on the same terms, after which the Client may Engage the Candidate with no Transfer Fee. The Client must tell Quatro of its choice in writing before the Engagement starts; if it does not, option (a) applies. The "Relevant Period" is whichever ends later of (i) 14 weeks from the first day of the Candidate's first assignment with the Client, and (ii) 8 weeks from the day after the Candidate's last assignment with the Client ended. No Transfer Fee is due for an Engagement that starts after the Relevant Period. This clause B5.2 does not apply where the Candidate is supplied through a Contractor Company that has opted out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 under regulation 32(9); in that case clause B5.1 and the Protected Period apply.
3. The fee is due on the start date of the Engagement and payable within 14 days of invoice. VAT is charged at the prevailing rate.
4. The Client will tell Quatro in writing within 5 working days of making any offer to, or reaching any agreement with, an Introduced Candidate, and will give Quatro the Remuneration details needed to calculate the fee.
5. If the Client does not give Remuneration details, the fee will be calculated on a Remuneration of £[150,000] or a day rate of £[900], as applicable.

B6. Rebate

If a permanent employee hired under clause B5.1 leaves within 8 weeks of starting, other than through redundancy or the Client's breach, Quatro will refund the fee on the scale in the Schedule of Fees, provided the Client has paid in full within terms and tells Quatro within 7 days of the departure.

B7. Late payment

Quatro may charge interest and compensation on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.

B8. Confidentiality and data

1. The Client will keep all Candidate details confidential and use them only to assess the Candidate for the role Introduced.
2. Each party will comply with the UK GDPR and the Data Protection Act 2018 in respect of Candidate personal data. The Client will securely delete Candidate data it no longer needs for that purpose.

B9. Liability

Quatro takes reasonable steps to check Candidates' identity, experience and right to work, but the Client is responsible for its own references, vetting and selection. Quatro's total liability under these terms is limited to the fees paid to it for the relevant Introduction.

B10. General

1. These terms, the Schedule of Fees and any signed Contract for Services form the entire agreement on Introductions. Where they conflict on an Introduction, these terms prevail.
2. These terms survive the end of any Contract for Services or assignment.
3. These terms are governed by English law and the courts of England and Wales have exclusive jurisdiction.

Schedule of Fees

Fee	Applies when	Amount
Introduction Fee (permanent)	Client employs an Introduced Candidate directly (B5.1)	20% of first-year Remuneration, minimum £15,000
Introduction Fee (contract)	Client contracts an Introduced Candidate directly or via another party (B5.1)	20% of day rate × 220 days, minimum £15,000
Transfer Fee	Client takes on a Candidate already on assignment through Quatro (B5.2a)	20% of first-year Remuneration, minimum £15,000
Extended Hire Period	Alternative to the Transfer Fee (B5.2b)	26 weeks further supply through Quatro at current rates
Contractor Introduction Fee	Opted-out Contractor Company is Engaged other than through Quatro (A4.2)	20% of day rate × 220 days, minimum £15,000