

MOVEMEON

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES TO EMPLOYERS FOR FREELANCE / INTERIM / CONTRACT ('FREELANCE') HIRES USING MOVEMEON

ISSUED TO:

ISSUE DATE:

INTRODUCTION

We have tried to make our terms as succinct, clear and fair as possible. After all, movemeon is run by a small team of real people! For your convenience, we have put a brief summary immediately below this paragraph. We have also put the clause concerning our fees and your obligations, first (clause 1). In agreeing to these terms, you are agreeing to all the terms and documents referenced in these terms. Here's the summary:

We allow you to negotiate and agree the day rate directly with your chosen freelance hire(s). Thereby you are fully in control of your budget and can be comfortable that you are getting best value for money from your chosen freelance hire. Our standard success fee is 20% of the total project cost which is equivalent to a 25% (twenty-five percent) mark up on the day rate you agree with each freelance hire you make as a result of using our services. There is a minimum fee of £1,000 (one thousand pounds) per freelancer hire per project. There is no upfront cost to using our services. The service provided by movemeon is as follows:

The typical timeline from briefing to confirming interviews is 1 to 7 days depending on the urgency of the hire and the popularity of the opportunity. Movemeon shall provide a dedicated Account Manager to support the process & answer any questions that you might have. The Customer arranges and conducts interviews and will agree a day rate and project length with the Customer's preferred freelance hire. The Customer will inform Movemeon of the agreement reached with the preferred freelance hire and provide all necessary information to Movemeon for invoicing purposes.

1. FEES & PAYMENTS

- 1.1 Payment is due for any candidate introduced by the Supplier to the Customer, who starts an application process for any job with the Customer - not just the one for which they were originally introduced - within 12 months of introduction by the Supplier and goes on to accept a job offer.
- 1.2 The following describes the ways in which a candidate can be introduced by the Supplier:
 - (a) Any application through the Supplier. This includes all applications sent from anyone employed by, or working on behalf of, the Supplier and all applications via the Supplier's website(s) and, where applicable, all candidates who click through to the Customer's website from the Supplier's website to make an application – a record of these clicks (candidate name & date of click) being available in the Customer's account on the Supplier's website.
 - (b) Direct applications by a candidate to the Customer through the customer's own website, email and all other methods – after having become aware of the job through the Supplier's operations including but not limited to events and email marketing. The

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Supplier tracks information on all Candidates who engage with the promotion of the Customer's jobs through the Supplier's operations.

- 1.3 Payment is due in accordance with this contract for any candidate introduced by the Supplier to the Customer who goes on to accept a job offer with a company to whom the Customer introduces the candidate; be the company legally unconnected with the Customer or a subsidiary, holding company, portfolio company or other entity legally connected with the Customer.
- 1.4 On entering this contract, the Customer agrees that they shall provide evidence of how the Candidate to be hired originally became aware of the job, if none of the above, at the point at which the candidate signs an employment contract. If a Candidate had already been introduced through another channel, then the Customer must show relevant two-way communication between the Candidate and the Customer within the 6 months prior to introduction of the candidate by the Supplier.
- 1.5 The following describes the success fees due to the Supplier:
 - (a) Equivalent to a 25% (twenty-five percent) mark up on the day rate you agree with each freelance hire. For example, should you agree a project length of 10 days and a day rate of £1,000 per day, fees to movemeon are £2,500.
 - (b) The minimum fee per freelancer per project is £1,000 (one thousand pounds).
 - (c) Fees for our services exclude VAT (at the applicable current rate chargeable in the UK for the time being) unless it is explicitly stated that VAT will be included. VAT will be charged or not charged to Customers based outside of the UK as governed by international laws and agreements pertaining to VAT.
 - (d) Should you offer the freelance hire a permanent job following a period of freelance work, a success fee for permanent hires of 15% (fifteen per cent) of first year annual basic salary is due. The success fee for permanent hiring is due for any candidate who accepts a permanent job offer within 2 (two) years of the first day of their freelance work for the customer. The Supplier may, at their discretion, offer a discount. To obtain a discount the Customer is required to request and receive email confirmation from the Supplier of the discount being given before the job is validated onto the movemeon website. The only exception is made for registered charities who are automatically qualified for a 33% discount.
- 1.6 The Customer shall notify the Supplier by email to their Account Manager or to info@movemeon.com within 5 working days of a job offer being made to any candidate introduced by the Supplier. This communication must include details of the candidate's name, start date, day rate and agreed contract length if that information is available. If a purchase order is required on invoices by the Customer's accounts department, a purchase order shall be raised by the Customer and included within this communication. Once the communication is received, the Supplier shall send an invoice to the Customer. The Customer is asked to note that the Supplier tracks progress of applications and keeps in touch with all candidates as a standard part of the Supplier's operations. It is very common for candidates to inform the Supplier when the candidate has been offered a job that they became aware of through the Supplier's operations.

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The Supplier also tracks publically available information on Candidates' careers and is notified when a Candidate becomes employed by a Customer.

- 1.7 You agree not to attempt to circumvent our Services and Website by independently attempting to communicate and hire the Candidate through alternative means after discovering the Candidate through our services or on our Website.
- 1.8 The Supplier shall invoice the Customer on the date that the candidate accepts the job offer with the Customer. The payment of fees becomes due within 30 days of the invoice date.
- 1.9 The Supplier's 1st invoice will be for the full contract value (day rate multiplied by the number of days agreed in the contract) as has been agreed between the Customer and the freelance hire. If the full contract value is unknown, the Supplier reserves the right to invoice monthly in advance.
- 1.10 At the end of the known contract, the Customer shall provide the freelance hire's invoices for the contract. The Supplier shall use these invoices to check that the Supplier's invoices are based on the same number of days worked. If there is a discrepancy, the Supplier shall issue a refund or further invoice for the value of the discrepancy.
- 1.11 The Customer is required to inform the Supplier as soon as any project extensions or new projects are agreed with the freelance hire.
- 1.12 Fees are to be paid in Pound Sterling and by bank transfer to the Supplier's nominated UK bank account. In the event that the day rate agreed with the Candidate is in another currency to Pound Sterling, the Supplier will convert the salary to Pound Sterling for invoicing purposes using a mid-market exchange rate on the date of invoice. Any international transfer fees are to be paid by the Customer.
- 1.13 For payments made after the due date specified on the Supplier's invoice to the Customer in line with the timescales set out in these terms, the Supplier reserves the right to charge a penalty equal to the interest on fees calculated by taking an annual interest rate equal to the Bank of England rate plus five percent (+5%) pro rata for the number of days by which payment is late.
- 1.14 Fees for our Services may change from time to time, but changes will not affect services you have already instructed.
- 1.15 The Supplier reserves the right to approve or refuse to advertise job opportunities in the case that it does not fit with the Supplier's requirements.

APPENDIX – TERMS NOT RELATING TO FEES & PAYMENT

2. ABOUT US

- 2.1 We operate the website www.movemeon.com and all associates domains. We are Movemeon Limited, a company registered in England and Wales under company number 08471026 and with our registered office at Unit NLG02, Vox Studios, 1-45 Durham Street, London, SE11 5JH. Our address for correspondence is also Unit NLG02, Vox Studios, 1-45 Durham Street, London, SE11 5JH. Our VAT number is 104 1114 87. We are the owners of the UK Registered Trade

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Mark UK00002590566. Throughout this document, the words “Supplier”, “Movemeon,” “us,” “we,” and “our,” refer to our company, Movemeon Limited, our Website(s) or our service, as is appropriate in the context of the use of the words. You may contact us by e-mailing us at info@movemeon.com.

- 2.2 This document together with our *Privacy Policy* (available at this link: <https://www.movemeon.com/privacy-policy/>) and *Terms of Website Use* (available at this link: <https://www.movemeon.com/terms-of-use/>) tells you information about us and the legal terms and conditions (**Terms**) by which we regulate provision of our services including job posts through our website(s) (**our site**). We take the protection of data very seriously, and use all reasonable endeavours to comply with all applicable regulation (including GDPR) as described in our Privacy Policy. In agreeing to these terms you are also agreeing to our *Privacy Policy* and our *Terms of Website Use*.
- 2.3 The Customer shall use all reasonable endeavours to comply with all applicable data protection regulations, including the General Data Protection Regulation (Regulation (EU) 2016/679) (and any amendments to it) and other similar national privacy laws as regards any data (including candidate data) shared by the Supplier, either through the www.movemeon.com website or emails.
- 2.4 These Terms will apply to any contract between us for the supply of Services to you (**Contract**). Through these Terms you are referred to as the **Customer or “You” or “Your”** as is appropriate in the use of the words. Please read these Terms carefully and make sure that you understand them, before using our services. Please note that once you are registered with our site, you will be bound by these Terms for all further use of our services. If you refuse to accept these Terms, you will not be able to use our services.
- 2.5 We amend these Terms from time to time as set out in clause 6. Every time you wish use our services, please check these Terms to ensure you understand the Terms that will apply at that time. These Terms were most recently updated on 22nd May 2018.
- 2.6 These Terms, and any Contract between us, are only in the English language.

3. WARRANTIES

- 3.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to post jobs or order Services. By using our services you represent that (1) you have read, understand, accept and agree to be bound by these Terms (2) you are of legal age to form a binding contract with Movemeon Limited, and (3) you have the authority to enter into the agreement personally or on behalf of the company you have named as the employer, and to bind that company to the agreement.
- 3.2 These Terms and our *Privacy Policy*, and *Website Terms of Use* constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

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- 3.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 3.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this Contract.
- 3.5 The Customer gives the Supplier permission to use the Customer's name, logo, job description, compensation range and testimonial (if provided) on the Supplier's website(s), social media, email, telephone and any meetings with candidates (if applicable) in order for the Supplier to share information with candidates.
- 3.6 The Customer gives the Supplier permission to share information regarding the successful hire of a Candidate over the Supplier's website, email and social media channels.
- 3.7 You understand that Movemeon does not inquire into the backgrounds of its candidate users or attempt to verify the statements of its users and that you are responsible for (1) conducting any background checks, reference checks, or other due diligence that you may require before making an offer of employment to a candidate and (2) complying with all laws and regulations relating to the intended employment of any candidate.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 The basis of this contract constitutes the introduction of candidates by the Supplier for employment, in accordance with these conditions. The order shall only be deemed to be accepted when you accept these terms and conditions - agreement via registration on the Supplier's website or by email exchange with the Supplier being sufficient - at which point the contract shall come into existence ("Commencement Date").

5. OUR RIGHT TO VARY THESE TERMS

- 5.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated.
- 5.2 Every time you post a job on our website(s), the Terms in force at the time of your job posting will apply to the Contract between you and us.
- 5.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:
 - (a) changes in relevant laws and regulatory requirements
- 5.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes.

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6. TERMINATION

- 6.1 Without limiting its other rights or remedies either party may terminate the Contract by giving the other party written notice.
- 6.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 6.3 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

7. LIMITATION OF LIABILITY

- 7.1 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 7.2 We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 7.3 Our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by the Supplier's deliberate personal repudiatory breach shall in no circumstances exceed £10,000.

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8. COMMUNICATIONS BETWEEN US

- 8.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 8.2 Emails will be sent, and calls made, as part of the Supplier's standard operations. The Supplier will also send email newsletters to The Customer where a Legitimate Business Interest has been identified. The Customer can unsubscribe from these anytime. There is a section detailing how The Customer communicates with the Supplier in the Privacy Policy.
- 8.3 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

9. OTHER TERMS

- 9.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.
- 9.2 You may only transfer your rights or your obligations under these Terms to another entity if we agree in writing.
- 9.3 This Contract is between you and us. No other person or entity shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 9.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 9.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 9.6 A Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 9.7 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).