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## HIRING PLATFORM TERMS

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These Terms of Business are applicable to all Services rendered to all Clients by Digital Grads Ltd "DigitalGrads". By engaging DigitalGrads' Services, the Client accepts these Terms and Conditions.

These Terms of Business supersede all previous terms and shall continue in force until the agreement between DigitalGrads and the Client is terminated by either party giving written notice to the other 30 days prior to the intended termination date.

### WHEREAS:

- (1) We are in the business of providing employability and digital training and mentoring to recent university graduates ("**Candidates**") and helping to connect them with businesses to provide them with potential paid employment opportunities either as interns, year placement students, permanent employees or contractors.
- (2) You wish to enhance your company activities by way of assistance in either taking on an intern for an agreed fixed term or by recruiting a longer-term addition(s) to your team;
- (3) Both parties wish to work together to achieve the above-referenced goals in accordance with these Terms.

### IT IS AGREED as follows:

#### 1. Candidates

- 1.1 Each of our Candidates undergoes an application and interview process in which we determine their eligibility, interests, experience, attitude and aptitude for our DigitalGrads programme. Once the Candidate has successfully completed their digital profile, which may include training via the Digital Grads Academy their profile is uploaded to the Hiring Platform. Should you wish to interview a Candidate, you must either get in touch with us to arrange an interview, or if you wish to use the Self-Serve option click the request interview button on the candidate's profile to add the Candidate to your shortlist and then click the Chat button to connect with the Candidate and message them via the Hiring Platform. You are then free to arrange an interview with the Candidate and determine their suitability for the role; either by video interview, telephone call or in person. Should you wish to engage the Candidate in your business you will be required to pay us the applicable Introduction Fee by credit card, BACs or direct debit as set out in clause 2 of these Terms, and, if applicable, the Weekly Salary Payment by

direct debit or continuous credit payment as set out in clause 3 of these Terms.

- 1.2 You agree to cooperate with us and provide all pertinent information concerning your company and requirements as is reasonably necessary, so that we can successfully provide our services. Such information will be provided by you via the Hiring Platform or via a telephone call or email and will include details of the vacancy that you wish to fill, including the type of work required, the start date, duration, hours, location, any health and safety risks or requirements, and details of the training, qualifications and other authorisations required for the vacancies. You agree to ensure the accuracy and completeness of such information, so that no material you provide contains anything which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory, or which infringes the rights of any third parties.
- 1.3 We offer support, guidance and advice to each Candidate by way of a senior industry professional via a “hotline” which the Candidate may call anytime during their tenure with you. You are expected to provide adequate levels of supervision to the candidates in order that they may perform to your satisfaction and to ensure suitable standards of workmanship, including a minimum of a fortnightly catch-up conversation during the probation period between your named representative and the Candidate to discuss their progress and any successes and problems. We expect you to adhere to the ACAS codes of practice as a minimum and failure to do so is a breach of these Terms.
- 1.4 You will be required to permit the Candidate to carry out his/her duties at your work premises, and provide the Candidate with a desk and a computer with a consistent internet connection. Or if the candidate will be working for you remotely, you will be required to provide the candidate with the support to set-up a home working environment, and provide them with a computer.
- 1.5 We will co-operate fully with you and use our best endeavours to make the collaboration as successful as possible. You agree to allow the Candidate access to any information, facilities and equipment as reasonably required by them in the course of providing the Services.
- 1.6 Whilst we expect our Candidates to attend their new job at your place of work or remotely during the designated hours, plan and perform the job description to the best of their ability and follow any reasonable instructions given to them, we cannot guarantee that our Candidates will complete their probation period or fixed-term contract. Clause 2.3.6, 2.4.5, 2.5.4 and 2.6.3 addresses your rights in the event that a Candidate abandons their employment with you under the respective packages.
- 1.7 You shall, to the extent required, comply with all relevant legislation and regulations including, but not limited to, the Health and Safety At Work Act; the Working Time Regulations; the Equality Act 2010, the Agency Workers Regulations 2010, the ACAS codes of practice and any and all relevant industry codes of practice. It shall be your responsibility to provide suitable Public and Employer’s Liability Insurance cover for Candidates during any assignment and employment.
- 1.8 DigitalGrads ask Candidates for information about their legal right to live and work in the UK. This information is clearly displayed on their Digital Profile, but



we do not verify that it is complete or correct. This is not a substitute for your own employment checks, and we take no responsibility for the accuracy of the information provided to us by the candidates.

- 1.9 In the event that you wish to recruit one of our Candidates in an on-going basis or using a fixed-term contract we offer permanent recruitment packages (“**Pay on Success**”, or “**Pay Monthly**”), an “**Internship**” package or access to our platform under our monthly or annual “**Subscription**”.
- 1.10 In the event that you choose to employ the Candidate permanently or using a fixed-term contract it is your sole responsibility to issue an employment contract before or on the first day of employment in line with the Good Work Plan legislation. Or you may choose to engage the candidate using our Temporary Employment Scheme.
- 1.11 In the event that you choose to employ the Candidate permanently or using a fixed-term contract it shall be your sole responsibility to ensure that Candidates are suitable for the relevant vacancies and to obtain any required permits (including, but not limited to, work permits) and any references required and/or to arrange for any required medical examinations or investigations.
- 1.12 For any Candidate you employ directly or on a fixed-term contract you acknowledge and agree that the recruitment decision, job role and salary are to be determined by you. Candidates are not obliged to accept any offer of employment and any such offers must comply with relevant employment legislation, including in relation to minimum wage, non-discrimination and employment benefits. You are responsible for honouring the terms of any contract entered into with a Candidate and for all remuneration payable to them under the contract.
- 1.13 In the event that you wish to outsource the employment of the fixed-term contract to DigitalGrads you will adhere to the terms set out in clause 3 of this agreement and you will be required to pay us the **Weekly Salary Payment** weekly in advance by direct debit or continuous credit card payment as set out in clause 3.

## 2. Notifications and Fees

- 2.1 You agree to notify DigitalGrads immediately of the terms of any offer of an Engagement which you make to the Candidate. You may use our platform’s “Job Offer feature”. In the event that you make an offer of employment to the Candidate outside of the platform you agree to notify DigitalGrads by email on [employers@digitalgrads.com](mailto:employers@digitalgrads.com).
- 2.2 The fee payable by you to us will depend on the circumstances and intended use you wish to make of the DigitalGrads hiring platform, which is explained more fully below. You must notify us immediately of the acceptance of any offer of employment, engagement or use by you of a Candidate, whether part or full time, and provide details of the candidate’s remuneration and a copy of the job offer letter or contract given to the candidate.
- 2.3 In the event that you engage a Candidate within a 12-month period of an introduction via the DigitalGrads platform, you must notify us immediately. In

these circumstances, if the hire is not covered by and included in an active DigitalGrads recruitment package, the fee payable is £2,500 +VAT. This fee must be paid within 14 days of receipt of our invoice for the same. There is no eligibility for a replacement candidate, a refund or a credit if this employment ends prematurely - this benefit is restricted to active recruitment packages.

## 2.4 Permanent hires

- 2.4.1 Where you choose our “Pay-On-Hire” package the applicable fees are £2,500 +VAT (“**Pay-On-Hire Success Fee**”). Such fee is payable within 14 days of their acceptance of your offer of engagement by BACs, credit card or direct debit payment via the Hiring Platform.
- 2.4.2 Where you choose our “Pay Monthly” package the applicable fees are £3,000 +VAT (“**Pay Monthly Success Fee**”). Such fee will be invoiced in 6 monthly instalments of £500+VAT and is payable by direct debit payment via the Hiring Platform. The first instalment is due within 14 days of the candidate’s acceptance of your offer of employment.
- 2.4.3 A £500+VAT fee is taken before any work is due to be undertaken by the DigitalGrads team and will be deducted from your invoice as set out in Clause 2.4.1 or 2.4.2. In the event that you work with us exclusively, follow our hiring process and you do not wish to interview any of the candidates provided to you on the shortlist we will refund this fee to you.
- 2.4.4 If you move ahead and interview the candidates, the recruitment process is deemed to have started, and the £500 fee is no longer refundable. DigitalGrads will continue to provide replacement candidates for you to interview if any are deemed unsuitable by you, or drop out of the process.
- 2.4.5 Should you successfully hire the Graduate you will be required to pay us the remaining balance of £2,000+VAT Pay-on Hire Success Fee or 5 installments of £500+VAT Pay Monthly Success Fee.
- 2.4.6 In the event that a Candidate does not pass their probation period of 3 months, or chooses to leave your employment within a 12 month period, DigitalGrads will run the recruitment process again and will endeavour to replace the Candidate free of charge. If we are unable to find an acceptable replacement we will issue you with an Employment Credit to use on the platform in the future. This is our “**Employment Success Guarantee**”
- 2.4.7
- 2.4.8 If you default on any of the monthly Pay Monthly Hiring Fee payments you will be invoiced the remaining balance owed (£3,000+VAT less any monthly payments already made) due within 14 days of receipt of our invoice.
- 2.4.9 In the event of any failure to pay the “Pay-On-Hire Success Fee” or “Pay Monthly Success Fee” within 14 days of the invoice for that fee, you will no longer be eligible for our “Employment Success Guarantee”.
- 2.4.10 You will only be eligible for our “Employment Success Guarantee” when



the Candidate was your employee. Candidates that are engaged as freelancers or contractors are excluded from our “Employment Success Guarantee”.

## 2.5 Internships

- 2.5.1 Where you require a graduate to undertake an internship the applicable fees are £125+VAT per month (“**Internship Monthly Fee**”). Such fee will be invoiced in 6 monthly instalments of £125+VAT and is payable by direct debit payment. The first instalment is due within 14 days of the candidate’s acceptance of your offer of employment.
- 2.5.2 Where you require a graduate to undertake an internship and you opt to outsource the employment of the candidate to DigitalGrads the applicable fees are determined by the hourly rate you wish the candidate to receive and will be calculated and provided to you at the start of the hiring process. Such fees are paid weekly by Direct Debit and the first payment is payable within 5 days of DigitalGrads issuing an invoice and always before any services are provided to you. See clause 3 for more information about Temporary Employment.
- 2.5.3 A £125+VAT fee deposit is taken before any work is due to be undertaken by the DigitalGrads team and will be deducted from your first invoice as set out in Clause 2.6.1 or 2.6.2. In the event that you work with us exclusively, follow our hiring process and you do not wish to interview any of the candidates provided to you on the shortlist we will refund this fee to you.
- 2.5.4 If you move ahead and interview the candidates, the recruitment process is deemed to have started, and the £125 fee is no longer refundable. DigitalGrads will continue to provide replacement candidates for you to interview if any are deemed unsuitable by you, or drop out of the process.
- 2.5.5 In the event that you engage a Graduate within a 12-month period of the Internship end date (whether freelancing or employment, on a permanent or temporary basis, for a definite or indefinite period, for any number of regular or non-regular hours), you must notify us within 7 days. In these circumstances the fee payable is £1,800 +VAT (“**Intern To Perm Conversion Fee**”) This fee must be paid within 14 days of receipt of our invoice for the same.
- 2.5.6 In the event that a Candidate abandons their Internship with you, DigitalGrads will run the recruitment process again and will endeavour to replace the Candidate free of charge.
- 2.5.7 In the event that you terminate the Internship early DigitalGrads will not refund the Internship fee or run the recruitment process again.
- 2.5.8 We do not support freelance engagements for **Internships**. You agree not to engage candidates as freelancers for **Internships**. In the event that you offer, agree or commence a freelance engagement with one of our candidates we will charge you the “**Pay-On-Hire Success Fee**”

irrespective of the length of the engagement, and you will own that relationship entirely just as you would for a permanent member of staff.

### 3. Outsourced Employment Solution

- 3.1 Where you require DigitalGrads to outsource the employment of the candidate, manage payroll and the employee benefits, DigitalGrads will calculate and invoice you the applicable **“Weekly Salary Payment”** for the duration of the contract length.
- 3.2 The hourly rate the candidate receives will be agreed with you in advance and a breakdown of the Weekly Salary payment provided to you. Examples of such can be found in Schedule 1.
- 3.3 The minimum contract length we support for an Temporary Employment Engagement is 2 months working a minimum of 20 hours per week.
- 3.4 Once the offer of employment has been agreed with the candidate, DigitalGrads will send the candidate an Offer Letter via the DigitalGrads hiring platform. Once the offer has been accepted by the Candidate in writing we will invoice you the first Weekly Salary Payment. If your Direct Debit has not already been set up, we will send you the form to complete, which must be completed by you within 2 working days of us sending it..
- 3.5 The recurring weekly payment covers the Candidate’s salary, holiday pay, income tax, National Insurance, Apprenticeship Levy contribution and pension contributions in accordance with the Income Tax (Earnings and Pensions) Act 2003 is payable by you to us for every week (or pro-rated portion of every subsequent week) of any fixed-term contract. This payment is due weekly, and is payable one week in advance and will be collected by Direct Debit.
- 3.6 Failure to pay the Weekly Salary Payment, or in the event of a cancelled Direct Debit mandate we will have no alternative but to terminate the employment contract with immediate effect and advise the Candidate to stop all activities and communication with you. We will invoice you a Penalty equivalent to 2 Weekly Salary Payments that is payable within 7 days.
- 3.7 Following receipt by us of your first Weekly Salary Payment, which are due 1 week before the start date of the Internship, we will notify the Candidate of the start date of their Internship and we will fully brief them on your business activities and the job role (based on the information you provide us with under clause 1.2).
- 3.8 In the event of early termination of the Contract you are required to provide the Candidate with one week’s written notice and you will be required to pay one final Weekly Salary Payment.
- 3.9 The Candidate is engaged on a fixed-term contract by our employment partner Giant and as such Giant are responsible for their remuneration and, where relevant, the deduction and payment of Income Tax and National Insurance contributions in accordance with the Income Tax (Earnings and Pensions) Act 2003. We shall also comply with our obligations under the Agency Workers Regulations 2010 where relevant.
- 3.10 By using our Outsourced Employment Solution set out here in clause 3, no

employment relationship is intended or created between you and the Candidate.

#### 4. **Exclusivity**

- 4.1 We train and assess all candidates on your behalf, and we provide free replacements over a 12-month period. In return we ask for exclusivity.
- 4.2 Should you choose to use our Permanent Pay-On-Hire, Pay Monthly or Internship packages you agree that you are working with us on the role in an exclusive capacity. We reserve the right to turn down a new role or cancel a live role if we believe it is being sourced elsewhere.
- 4.3 We will advertise your role to the thousands of candidates registered in our Academy and also externally (e.g. job boards, search engines, social media) in order to ensure a sufficient selection of suitable candidates.
- 4.4 Should you decide to advertise the role on your own website or anywhere else, please instruct potential candidates to apply via the page for your role on our platform. We can provide the URL for this on request.
- 4.5 You agree not to accept any direct applicants and refer such applicants to DigitalGrads so they can be subject to the same training and assessment as other candidates.
- 4.6 In the event that you make an offer of employment to a candidate we have not introduced to you for the role that you have commissioned us to work on your upfront fee will no longer be refundable:
  - 4.6.1 £500+vat fee - Permanent Hires
  - 4.6.2 £125+vat fee - Internships

#### 5. **Introductions to Third Parties**

- 5.1 Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a "Third Party Introduction". If that Third Party Introduction results in an Engagement of the Candidate by the third party within 12 months of the DigitalGrads Introduction of the Candidate to the Client, then the Client will be liable to DigitalGrads for payment of an Introduction Fee in accordance with clause 2. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under any circumstances.

#### 6. **Non-Circumvention**

Both parties hereby irrevocably agree not to circumvent or attempt to circumvent the provisions of these Terms, including but not limited to those provisions regarding the calculation and payment of any fee set out in clause 3, and affirm that in every case that they will act with the highest standards of ethics in their dealings with each other.

#### 7. **Intellectual Property**

- 7.1 You hereby grant us a license and right to publish your company logo on our website at <https://www.digitalgrads.com> solely for the purpose of marketing ourselves as one of your service providers.

#### 8. **Confidentiality**

The parties agree to keep confidential any and all information concerning either party



and its business methods, plans, systems, affairs, customers, clients, suppliers, trade secrets, products, services, concepts, ideas, pricing, projections, forecasts or other information which is created or exchanged between the parties (“**Confidential Information**”), not either now or in the future disclose the same to any other party and not use the Confidential Information for any purpose other than as contemplated by these Terms. This clause 8 will not apply to:

- 8.1 any information which has been published or is in the public domain other than through a breach of these Terms;
- 8.2 information in the possession of the recipient party before the disclosure under these Terms took place;
- 8.3 information obtained from a third party who is free to disclose it; or
- 8.4 information which a party is required by law to disclose.

## 9. Data Protection

- 9.1 In providing you with the personal information of any Candidate, we shall ensure that the Candidate consents to being contacted by you in relation to your Internship or for general recruitment purposes.
- 9.2 You agree to process the contact details and all other information provided to you by us about a Candidate in accordance with the current applicable legislation, including, without limitation, the General Data Protection Regulation 2016 and the Data Protection Act 2018.
- 9.3 You acknowledge and agree that details of Your name, address and payment record may be submitted to a credit reference agency, and personal data may be processed by and on behalf of Us in connection with the Services.
- 9.4 For more information on how we process personal data please see our Data Privacy Policy found at <https://www.digitalgrads.com/privacy-policy/>.

## 10. Termination

- 10.1 These Terms shall commence on the date they are accepted by you (either by signing a copy or via acceptance on the DigitalGrads Hiring Platform) and either party has the right to terminate these Terms immediately if the other:
  - 10.1.1 has committed a material breach of these Terms, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so;
  - 10.1.2 is unable to pay its debts as they fall due or is the subject of bankruptcy or other insolvency procedure (such as the entry into of a formal or informal arrangement with creditors) or any other event analogous to the foregoing in any jurisdiction; or
  - 10.1.3 ceases to carry on its business.
- 10.2 Upon termination:

- 10.2.1 any fees that fall due post-termination under clause 2 shall still be due and payable by you;
  - 10.2.2 each party shall immediately cease to use, either directly or indirectly, any Confidential Information, and shall at the other party's request return to them any documents in its possession or control which contain or record any Confidential Information;
  - 10.2.3 any provision of these Terms that expressly or by implication is intended to continue in force shall remain in full force and effect; and
  - 10.2.4 if termination is by us under clause 10.1, no refund of any fees already paid by you will be due.
- 10.3 You may terminate this Agreement with immediate effect by giving written notice to us if we have informed you that we are going to make changes to these Terms and you do not agree with those changes.

## 11. Mistakes and Liability

- 11.1 We shall use our best and reasonable endeavours to find Candidates to fill any vacancies as are notified to us by you but we cannot guarantee to find a suitable candidate for each vacancy and we give no warranties as to the suitability of any Candidate. We shall verify the identity of Candidates prior to introducing them to you, ensuring that candidates introduced to you have the experience, qualifications and authorisations which are required by you, by law or by any professional body, for the position(s) that you wish to fill. We will also endeavour to take all reasonable steps to ensure that you and Candidates are aware of any requirements imposed by law or any professional body on the vacancy / vacancies that you seek to fill. Subject to the foregoing, we shall not verify or otherwise check any candidate details.
- 11.2 We cannot guarantee to find a suitable Candidate for each Internship or recruitment opportunity and give no representations or warranties as to the adequacy of the training we provide to our Candidates.
- 11.3 You acknowledge that our Candidates are entry-level and do not necessarily have any previous experience in digital or tech companies. Whilst we will liaise with you to ensure that due account is taken of your requirements, we do not have any control over the Candidate, the way in which they perform the Services or any other actions they may take and you agree that we have no liability for their actions or omissions. If a serious mistake is made by a Candidate of the magnitude that would normally lead to a formal warning, or if you wish to raise a serious complaint concerning the Services provided by the Candidate during an Outsourced Employment Arrangement, you are required to communicate with us directly before approaching the Candidate. We shall try to resolve fairly and quickly any problems or difficulties you may have in this respect.
- 11.4 We shall not be liable or responsible for any loss, damage, expenses or costs, whether direct or indirect and whether or not such loss or damage is foreseeable, foreseen or known (including loss of actual or anticipated income or profits, loss of opportunity, reputation or revenue, contracts, business, savings, goodwill, loss in the form of failure to achieve any benefit expected to be derived from these

Terms, loss of use of any asset, loss of data recorded on any computer or other equipment, business interruption or management time) suffered or incurred by you as a result of a Candidate's negligence, misconduct, dishonesty, lack of qualifications, or lack of skills, or for loss or damages of any nature incurred by you as a result of the introduction of any Candidate to you by us, the assignment they work on or their engagement, or our failure to introduce any Candidate to you. You are responsible for any and all acts or omissions of Candidates which occur in the course of their engagement by you.

- 11.5 In the event that a Candidate we have matched you with for an Internship, contract or permanent role cancels or abandons their involvement, the extent of our liability will be to match you with a suitable alternative Candidate to complete the role with no additional hiring fees to pay. We shall have no liability to pay your remuneration covering the cancelled Services or any third party charges imposed arising from the cancellation.
- 11.6 You shall indemnify us against any claim, loss, damage, proceedings, settlement, costs or expenses which may be paid to a third party arising out of any matter relating to the subject matter of these Terms in respect of your breach hereof.
- 11.7 Each party's total liability to the other in respect of any claims arising out of, or in connection with, these Terms shall not exceed the total sums paid or payable by you to us in the six-month period giving rise to the claim.

## 12. General

- 12.1 Any notice or other information required by these Terms to be given by either party to the other shall be sent by pre-paid registered post or email.
- 12.2 Nothing in these Terms shall constitute, or be deemed to constitute, a partnership or an agency relationship between the parties.
- 12.3 These Terms contain the entire agreement between the parties with respect to its subject matter and may not be modified except in writing signed by the duly authorised representatives of the parties.
- 12.4 Each party agrees that, in entering into these Terms, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms, and all conditions, warranties or other terms implied by statute or common law (including performance of the Services) are excluded to the fullest extent permitted by law.
- 12.5 No failure or delay by either party in exercising any of its rights under these Terms shall be deemed to be a waiver of that right. If any provision of these Terms is held by any court to be invalid or unenforceable in whole or in part, these Terms shall continue to be valid as to its other provisions and the remainder of the affected provision.

These Terms shall be governed and construed in accordance with the Laws of England and both parties agree to submit to the exclusive jurisdiction of the English courts.



## Schedule 1

### Outsourced Employment Weekly Salary Payment Example Calculation:

Assuming you'd like to pay the candidate the Real Living Wage rate for outside London which is £9.50 an hour, and your normal weekly working hours are 35 hours per week, the calculation is this:

Hourly rate candidate receives	£9.50
Employers National Insurance	£1.32
Holiday pay	£1.15
Pension contribution	£0.29
Apprenticeship Levy	£0.19
Insurance and payroll	£1.20
DigitalGrads fee	£0.80
<b>35 hour weekly payment</b>	<b>£505.48</b>