

APSCo OutSource Membership

UK Rules

This document sets out the terms and conditions of membership for all organisations being or wishing to be APSCo OutSource (referred to as OutSource)members.

Members of OutSource in the UK must abide by both these UK Rules and the APSCo group Global Rules. In the event of any conflict between the UK Rules and the group's Global Rules the latter will apply.

The APSCo group means the Association of Professional Staffing Companies (Global) Ltd and its subsidiaries and associated companies.

1. Attaining membership

- 1.1 The application process for membership will be set at OutSource's discretion, and may be changed from time to time. The application process may vary dependent upon the class of membership sought.
- 1.2 Each prospective member shall undertake the appropriate application process.
- 1.3 Membership will not be attained without completing the appropriate application process.
- 1.4 OutSource shall have full discretion to admit or refuse to admit any candidate organisation for membership.
- 1.5 OutSource shall have full discretion to designate the class of membership of any prospective member.
- 1.6 Once membership has been attained members will have the right to display the appropriate OutSource logo.

2. Classes of membership

- 2.1 OutSource maintains three classes of membership:
 - 2.1.1 "**Full Members**", comprising of organisations who are involved in the commercial activity of professional recruitment outsourcing;
 - 2.1.2 "**Brand Members**", comprising of organisations that are part of a current Full member group that has two or more brands; and
 - 2.1.3 "**Service Provider Members**", made up of "**Trusted Partners**", comprising of organisations who provide goods and services to the outsourcing sector.
- 2.2 Brand members shall be nominated and may be removed by written notice from a duly authorised representative of the relevant group member to OutSource.

3. Member Compliance

- 3.1 All member organisations, including all employees, officers and representatives of each member organisation will be expected to conduct themselves in a professional, and appropriate manner at all times. Further, OutSource expects all representatives of its members to behave appropriately at all social and charity functions organised by OutSource, or other events to which OutSource invites members. Any breach of this requirement may lead to the suspension or termination of OutSource membership.
- 3.2 All members will be required to abide by the Code of Conduct appropriate to their class of membership and the sectors they undertake business in. Serious or persistent breach of an OutSource Code of Conduct or serious, unrectified audit failure may lead to the suspension or termination of OutSource membership.
- 3.3 Dependent upon the class of membership, members may be required from time to time to undertake compliance activity and audits in line with OutSource's compliance standards, including the OutSource Member Risk Assessment (AMRA) undertaken every three years. Members will be made aware of specific terms and any reasonable costs associated with such compliance activity by OutSource by giving reasonable notice.

4. Fees

- 4.1 Each member shall make such payments annually or otherwise to OutSource by way of membership fees, audit fees as set out in Clause 3.3 and sponsorship fees payable by Trusted Partners at such rates and times, and in such manner as confirmed by OutSource.
- 4.2 Audit fees will be levied at the time of the applicable audit or in accordance with the applicable terms and conditions.
- 4.3 Members can opt to pay their membership fee, which is invoiced in full at the start of the membership year or pro-rated at the start of their membership, by quarterly direct debit, with payments taken according to the notified payment plan. Should the direct debit mandate be cancelled, or a direct debit payment fail for any reason then the remaining balance of the fees for that membership year becomes immediately due and payable.
- 4.4 All fees, except for those taken by direct debit, are payable within 30 days of the invoice date. Failure to make payments within the required timescale may result in suspension of membership pending payment of the outstanding invoice(s).
- 4.5 All fees are subject to VAT.
- 4.6 OutSource will charge interest at 4% per annum above the Barclays Bank Base Rate on all overdue invoices.
- 4.7 Members will be informed of any changes to the membership fees due in good time before the start of a new Membership Year.
- 4.8 Membership fees for Brand members will normally be invoiced to the relevant group member, unless otherwise agreed in writing with said group member.
- 4.9 Membership runs from either 1st January or, for new members the date of joining in the first year of membership up to 31st December each year.
- 4.10 Membership will be renewed automatically on an annual basis unless cancelled by a member with 30 calendar days' written notice prior to the end of a Membership Year. Such notice to be provided in writing to OutSource.
- 4.11 Membership cancellation will be effective in respect of the Membership Year that follows the year in which notice of cancellation is provided. Any outstanding fees for the Membership Year in which cancellation notice is provided will remain payable.
- 4.12 No refund of membership fees will be paid regardless of the circumstances.
- 4.13 OutSource may at its discretion terminate the membership of any member who defaults in paying any fees or other sum due for payment to OutSource.
- 4.14 Should a member during their period of membership solicit, recruit, engage or otherwise employ or retain, on a full-time or part-time basis any APSCo group employee or contractor whether or not said person has performed tasks for the member then APSCo OutSource will levy the member a fee, on its own behalf or on behalf of the affected APSCo group company, equal to 25% of the APSCo group's employee's or sub-contractor's annualised basic gross salary (or gross annualised fee in the case of a contractor) as at the date of their termination. This clause shall not apply if an APSCo group employee or contractor provides commercial services to a member independent of, and not conflicting with their employment or retention by APSCo group or if the APSCo group employee or contractor independently applies for a role with a member in response to a public advertisement or job posting.

5. Member information and communication

- 5.1 All members will be required to provide at least one nominated representative from their senior management team to exercise the rights and privileges of OutSource membership.
- 5.2 Each nominee will be required to confirm their preferences regarding the sectors/subject matter on which they would like to receive information.
- 5.3 Any member organisation may from time to time appoint or remove one or more of its nominated representatives.
- 5.4 All members will be represented on the OutSource website, using the information provided by the member.
- 5.5 Any nominated representative may from time to time update their personal contact and preference information held by OutSource via the OutSource website, using their unique log in details.

- 5.6 Any nominee of a member organisation may provide APSCo OutSource with updated information regarding the member organisation's details.
- 5.7 All member organisations will receive all relevant communications regarding the services and events provided to OutSource members.
- 5.8 Member information reasonably considered as confidential or confirmed as such by a member will be kept confidential by OutSource and will not be divulged to any third party without the relevant member's permission, save where required to do so by law.

6. Meeting Attendance

- 6.1 All members shall be entitled to be advised of forthcoming meetings, including Annual General Meetings, and to receive any associated documentation.
- 6.2 All members shall be entitled to attend all meetings. However, OutSource reserves the right to limit the number of attendees per class of membership, and per member.
- 6.3 Only Full Members shall have the right to vote at company meetings required by statute or OutSource's articles of association, i.e. annual general meetings, and extraordinary general meetings.
- 6.4 Every member will ensure that any of its employees, officers or representatives shall behave in an appropriate manner, and shall abide by all relevant laws, in particular UK and EEA competition laws, regulations and best practice during meetings, and at any networking event before or after meetings.

7. Representative Committee

- 7.1 OutSource has a Representative Committee made up of permanent members taken from APSCo group's and OutSource's senior management team, and member representatives elected from the membership. The number of Full Member representatives elected is decided from time to time by the then current Representative Committee. Only one Service Provider Member representative shall be appointed at any one time.
- 7.2 All members shall be given sufficient notice of upcoming Representative Committee elections. Such notice will include details of how to nominate individuals for election.
- 7.3 Every member may put forward a representative to stand for a position on OutSource's Representative Committee.
- 7.4 Full members may cast up to three votes each for their three preferred candidates for the election of full members to the Representative Committee.
- 7.5 Service Provider Members may cast one vote each for their preferred candidate for election of a Service Provider Member to the Representative Committee.
- 7.6 Brand members are not eligible to vote in Representative Committee elections.
- 7.7 Once appointed to the Representative Committee member representatives will serve a two-year term and may be re-elected but may serve no more than two consecutive terms.
- 7.8 The Chair of the Representative Committee will be elected by the member representatives at the beginning of each new term. Only member representatives that are in their second consecutive term are eligible to hold the position of Chair.
- 7.9 In certain circumstances a member representative may be co-opted onto the Committee by a Director of OutSource.
- 7.10 The scope and remit of the UK Representative Committee shall be:
 - 7.10.1.1 to make recommendations to the directors in respect of specific matters as may be referred to them by the directors; and
 - 7.10.1.2 to advise the directors on the strategy and policies of the company in pursuance of its objectives.
- 7.11 If a member representative ceases to be an employee or officer of a member organisation, then the Representative Committee shall have the right to require that the member representative resigns their position on the Committee.
- 7.12 A person ceases to be a representative committee member as soon as:

- 7.12.1 that person is prohibited from being a director by law;
- 7.12.2 a bankruptcy order is made against that person;
- 7.12.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 7.12.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a Representative Committee Member and may remain so for more than three months;
- 7.12.5 by reason of that person's mental health, he is admitted to hospital in pursuance of an application for admission for treatment under any mental health legislation for the time being in force in any part of the United Kingdom or a court having jurisdiction (whether in the United Kingdom or elsewhere) makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 7.12.6 that person has, for more than six consecutive months, been absent without permission of the Representative Committee from meetings of the Representative Committee held during that period and the Representative Committee makes a majority decision that that person's office be vacated;
- 7.12.7 he is requested to resign by notice in writing addressed to him at his usual residential address and signed by a majority of the total number of voting members of the Representative Committee at the relevant time (excluding the Representative Committee Member being so required to resign).

8. Governance

Concerns regarding the performance of the Managing Director of APSCo OutSource and the discharge of their functions shall be addressed in writing to the CEO of APSCo Global who shall escalate to the Group Non-Executive Director(s) to address those concerns, acting in accordance with the Association of Professional Staffing Companies (Global) Limited's Articles of Association as updated from time to time.

9. Complaints

- 9.1 OutSource has a complaints procedure, which may be utilised by members.
- 9.2 In the event of a complaint being made against a member, the member has the right to be made aware of the complaint, and to make representation on their own behalf.
- 9.3 Complaints will be dealt with in line with OutSource's complaints procedure.
- 9.4 Any serious complaint against a member for breach of APSCo OutSource's Code of Conduct may result in immediate suspension of membership pending investigation of the complaint.
- 9.5 Any proven serious breach of the Code of Conduct may result in the member being fined, immediately suspended, or membership being revoked. The level of fine will depend on the severity of the breach but will be no more than a year's membership fee. All fines are paid to charity.

10. Liability

- 10.1 OutSource shall endeavour to ensure the provision of all member services, as published by OutSource from time to time to all members. However, OutSource shall incur no liability due to the non-provision or removal of any member services without notice for any period of time.
- 10.2 OutSource shall not be liable for the consequence of the use of any member services provided by OutSource by its members. To the fullest extent permissible by law OutSource hereby excludes all liability for any claim, loss, demands or damages or any kind whatsoever arising out of or in connection with the use of any member services provided by OutSource.

11. Resignation Termination & Suspension of Membership

- 11.1 OutSource may at its discretion, and in accordance with these Rules, suspend, or terminate the membership of any member. Any member whose membership is terminated pursuant to this clause may be reinstated by a decision of the Representative Committee, approved by not less than three quarters of the total number of voting members of the Representative Committee at the relevant time. A member whose membership has

been so terminated shall have the right to put forward its case for reinstatement in person or by written submission to the Representative Committee.

- 11.2 Membership shall not be transferable and shall cease on:
 - 11.2.1 in the case of a body corporate, upon the occurrence of a termination event in relation to it; or
 - 11.2.2 in the case of a partnership, upon the occurrence of a termination event in respect of the partnership; or
 - 11.2.3 in the case of a group member, upon the occurrence of a termination event in respect of any of the companies, partnerships or other organisations comprising such group member.
 - 11.2.4 For the purposes of this paragraph, the expression "termination event" means the insolvency, dissolution, winding up, or the appointment of an administrator, an administrative receiver or a liquidator, or the commencement of proceedings for any of these in respect of the relevant entity or the assets or undertaking of the relevant entity.
- 11.3 Upon termination of membership the former member will be required to remove all reference to OutSource membership, including the OutSource logo, from company literature and marketing, including all digital references, and will also be required to return any current certificate of membership.
- 11.4 Upon termination of membership for any reason no membership fees, or any part thereof will be repayable to any member in relation to such termination.

12. General

- 12.1 This document contains the entire agreement between OutSource and the member. Any representations, whether oral or written, made prior to this agreement by OutSource to a prospective member shall not be part of this agreement, and the member acknowledges that if any representations were made by OutSource to the member these were not representations that induced the member to enter into in this agreement.
- 12.2 APSCo OutSource may unilaterally vary its Membership Rules and Codes of Conduct upon the provision of reasonable written notice to members.