

APSCo Membership

Global Rules

This document sets out the terms and conditions of membership for all organisations being or wishing to be APSCo members of a Local Corporate Entity.

"APSCo", shall mean The Association of Professional Staffing Companies (Global) Limited and its subsidiaries, which include the Local Corporate Entities. "Local Corporate Entity" shall have the same meaning as defined in the Association of Professional Staffing Companies (Global) Limited's (the APSCo Global Company) Articles of Association as updated from time to time.

Members of any APSCo entity must abide by both these Global Rules and any relevant local rules in place. In the event of any conflict between the Global Rules and any relevant local rules, these Global Rules will apply.

1. Attaining membership

- 1.1 The application process for membership will be set at APSCo'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 APSCo shall have full discretion to admit or refuse to admit any candidate organisation for membership.
- 1.5 APSCo 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 APSCo logo.

2. Classes of membership

- 2.1 APSCo maintains three classes of membership:
 - 2.1.1 "**Full Members**", comprising of organisations who are involved in the commercial activity of professional recruitment;
 - 2.1.2 "**Brand Members**", comprising of organisations that are part of a current group member 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 professional recruitment sector, and in the United Kingdom "**Advisor Link Members**", comprising of individuals providing professional advisory services to the recruitment sector.

The above classes of membership may be known by different names in the rules of the Local Corporate Entity, but will always be defined as per the above the above three categories.

- 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 APSCo.

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, APSCo expects all representatives of its members to behave appropriately at all social and charity functions organised by APSCo, or other events to which APSCo invites members. Any breach of this requirement may lead to the suspension or termination of APSCo 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. Any breach of an APSCo Code of Conduct may lead to the suspension or termination of APSCo 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 APSCo's compliance standards. Members will be made aware of any costs associated with such compliance activity by APSCo by giving reasonable notice.

4. Membership Fees

- 4.1 Each member shall make such payments annually or otherwise to APSCo by way of membership fees at such rates and times, and in such manner as confirmed by APSCo.
- 4.2 All fees 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).
- 4.3 All fees are subject to relevant local taxes.
- 4.4 APSCo will charge interest on all overdue invoices at a rate defined in the rules of the Local Corporate Entity.
- 4.5 Members will be informed of any changes to the membership fees due in good time before the start of the Membership Year.
- 4.6 Membership fees for Brand members will normally be invoiced to the relevant group member, unless otherwise agreed in writing with said group member.
- 4.7 The membership year will be defined in the rules of the Local Corporate Entity (the 'Membership Year').
- 4.8 Membership will be renewed automatically on an annual basis unless cancelled by a member as required in the rules of the Local Corporate Entity.
- 4.9 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.
- 4.10 No refund of membership fees will be paid regardless of the circumstances.
- 4.11 APSCo may at its discretion terminate the membership of any member who defaults in paying any fees or other sum due for payment to the APSCo.
- 4.12 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 employee or contractor whether or not said person has performed tasks for the member then APSCo will levy the member a fee equal to 25% of the APSCo 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 employee or contractor provides commercial services to a member independent of, and not conflicting with their employment or retention by APSCo or if the APSCo 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 APSCo 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 APSCo 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 APSCo via the APSCo website, using their unique log in details.
- 5.6 Any nominee of a member organisation may provide APSCo 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 APSCo members.
- 5.8 Member information reasonably considered as confidential, or confirmed as such by a member will be kept confidential by APSCo, 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, APSCo 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 APSCo'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 relating to market competition, during meetings, and at any networking event before or after meetings.

7. Representative Committees

- 7.1 APSCo has a Global Representative Committee comprising:
 - 7.1.1 The Local Representative Committee Chairman in respect of each Local Representative Committee;
 - 7.1.2 The Managing Director of each Local Corporate Entity;
 - 7.1.3 The Chief Executive Officer of the APSCo Global company;
 - 7.1.4 The Financial Director of the APSCo Global company;
 - 7.1.5 The Non-Executive Director(s) of the Group from time to time, who shall be co-opted as member(s) to the Global Representative Committee by the existing statutory directors of the Group; and
 - 7.1.6 Such co-opted members as the Global Representative Committee may determine in accordance with the Rules from time to time.
- 7.2 The scope and remit of the Global Representative Committee shall be to:
 - 7.2.1 make recommendations to the directors in respect of specific matters as may be referred to them by the directors; and
 - 7.2.2 advise the directors on the strategy and policies of the Group in pursuance of its objectives as proposed by the directors.
- 7.3 The Global Representative Committee shall convene on a regular basis.
- 7.4 Each Local Corporate Entity shall elect a Local Representative Committee, which shall be made up of executives and member representatives elected to the Committee by the membership. The rules for election, eligibility of member representatives, scope and remit, length of service, and election as Chair shall be set out in the rules of the Local Corporate Entity.

8. Governance

- 8.1 Concerns raised by a Local Representative Committee and/or the Global Representative Committee on the performance of the Group Executive Directors and the discharge of their functions shall be addressed in writing to the Group Non-Executive Director(s) who shall seek 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. Should the concerns be about the Group Non-Executive Director(s) then they shall be addressed to the Chief Executive Officer of the APSCo Global company to be addressed.

9. Complaints

- 9.1 APSCo 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 APSCo's complaints procedure.
- 9.4 Any serious complaint against a member for breach of APSCo'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 APSCo shall endeavour to ensure the provision of all member services, as published by APSCo from time to time to all members. However, APSCo shall incur no liability due to the non-provision or removal of any member services without notice for any period of time.
- 10.2 APSCo shall not be liable for the consequence of the use of any member services provided by APSCo by its members. To the fullest extent permissible by law APSCo 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 APSCo.

11. Resignation Termination & Suspension of Membership

- 11.1 APSCo 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 Local Representative Committee, in line with the rules of the Local Corporate Entity.
- 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.
- 11.3 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.
- 11.4 Upon termination of membership the former member will be required to remove all reference to APSCo membership, including the APSCo logo, from company literature and marketing, including all digital references, and will also be required to return any current certificate of membership.
- 11.5 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 APSCo and the member. Any representations, whether oral or written, made prior to this agreement by APSCo to a prospective member shall not be part of this agreement, and the member acknowledges that if any representations were made by APSCo to the member, these were not representations that induced the member to enter into in this agreement.
- 12.2 APSCo may unilaterally vary its Membership Rules and Codes of Conduct upon the provision of reasonable written notice to members.