

Terms and conditions for Impactt Repayment Calculator

Users of this calculator agree to be bound by the following terms and conditions.

1.1. The user will enter the highest quality data it is reasonably possible to obtain. The user agrees to make all reasonable efforts to accurately assess recruitment fees and related costs (henceforth "recruitment fees") paid by all workers in scope of the entity's recruitment fee repayment investigation. The input data collection should include asking workers for information on the following areas, without any pre-requisite for proof such as receipts:

- Recruitment fee paid to recruitment agency or company for recruitment, referral or placement
- Cost of medical (payments for required medical examinations, tests, or vaccinations)
- Insurance costs (costs to insure the lives, health, and safety of migrant workers, including through enrolment in migrant welfare funds)
- Skills and qualification tests (e.g. to verify workers' language proficiency, level of skills and qualifications, location-specific certification, or licensing)
- Training and orientation (e.g. expenses for language, skills, and other required trainings, on-site job orientation and pre-departure or post-arrival orientation of newly recruited workers)
- Equipment costs (costs for tools, uniforms, safety gear and other equipment needed to perform assigned work safely and effectively)
- Travel costs (expenses incurred for travel, accommodation, and subsistence during the recruitment process, e.g. during training, interviews, consular appointments, as well as costs for return and repatriation).
- Administrative costs (application and service fees that are required for the sole purpose of fulfilling the recruitment process. These could include fees for representation and services aimed at preparing, obtaining, or legalizing workers' employment contracts, identify documents, passports, visas, background checks, security and exit clearances, banking services and work and residence permits).
- Illegitimate costs. Extra-contractual, undisclosed, inflated*, or illicit costs (e.g. bribes, extortion or 'kickback' payments, bonds, illicit cost-recovery fees and collaterals required by any actor in the recruitment chain). *Total quantum of interest paid on a loan taken out to cover fees, will constitute an example of inflated costs.

1.2. Use of the calculator does not signify Impactt has approved or verified that the inputted data accurately reflects the real amounts of recruitment fees paid by workers.

1.3. Use of the calculator does not signify that Impactt has approved or verified the repayment of recruitment fees process the entity has conducted.

1.5. Any public mention of the use of Impactt's recruitment fee calculator by an entity should specify

- Who collected the input data (e.g. entity staff, third party)
- Details of which fee and costs categories were included in the data collection
- Whether the input data has received any third party verification
- If there was third party verification whether this was full or partial

1.6. In the case that an entity makes a public mention of recruitment fee payment amounts derived from the calculator, Impactt reserves the right to make public corrections in the event that the entity's public mention does not match the calculator usage data Impactt has received from the entity.

1.7. Impactt reserves the right to publish a public statement related to 1.2. as part of a clarification, where users mis-represent the output of the calculator as being 'best practice' or 'meeting minimum standard' or similar without Impactt's prior consent. For the avoidance of doubt, any user of the calculator is invited to communicate with Impactt prior to any publication to ensure alignment in messaging.

2.1. The user agrees for Impactt to store submitted usage and recruitment fee data in adherence with the UK Data Protection Act and the General Data Protection Regulation.

2.2. Impactt reserves the right to conduct analytics on usage and recruitment fee data submitted through the calculator for its business purposes, with any analysis and use by Impactt in adherence with the UK Data Protection Act and the General Data Protection Regulation.

3.1 Impactt shall not be liable for any loss, damage or injury, however, caused or arising from the use of the calculator and shall not, in any event, be liable for any indirect or consequential loss whatever and however caused.