

**TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CONTRACT  
EMPLOYEES  
(TO BE DIRECTLY ENGAGED BY THE CLIENT)**

**1 DEFINITIONS**

In these Terms the following definitions apply:

- “Candidate”** the person Introduced by the Company to the Client for an Engagement, including where applicable any members of the Company’s own staff;
- “Client”** the company who the person is being introduced to.
- “Company”** *HT Recruitment Ltd (company number 06339462, (trading as Initi8 Recruitment) Spitalfields House, Stirling Way, Borehamwood, Herts, England, WD6 2FX (“the Company”)*
- “Data Protection Legislation”** the EU’s GDPR (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the Processing of Personal Data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the guidance and codes of practice issued by the UK’s Information Commissioner
- “Engagement”** the employment, hire or other use, directly or indirectly, whether under a contract of service or contract for services or otherwise, on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client in any site, office or location of the Client whether for the position for which the Candidate is introduced or any other position (and “Engage”, “Engages” and “Engaged” shall be construed accordingly);
- “Introduction”** (i) the passing of a curriculum vitae, or information which identifies the Candidate, to the Client or (ii) the Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Company to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate;
- “Introduction Fee”** the fee payable by the Client to the Company for an Introduction resulting in an Engagement;
- “Remuneration”** includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate in the first year of an Engagement;
- “Regulations”** the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended (and any reference in the Terms to a ‘Regulation’ shall be interpreted accordingly).

## **2 THE TERMS**

- 2.1 These terms of business (“the Terms”) constitute the contract between the Company and the Client for the supply of permanent or contract staff to be engaged directly by the Client. They are deemed to be accepted by the Client by virtue of the Introduction or Engagement of a Candidate (whichever occurs first); regardless of whether or not the Terms have been signed by the Parties.
- 2.2 In the Terms words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and, any reference to a Person includes an individual, a firm, or a company.
- 2.3 The Company acts as an Employment Agency under the Regulations when Introducing Candidates to the Client for direct Engagement.

## **3 OBLIGATIONS OF THE COMPANY**

- 3.1 The Company will use its reasonable endeavours to Introduce a suitable Candidate to the Client to carry out the role for which the Company has been advised there is a vacancy.
- 3.2 Unless otherwise agreed in writing, the Company shall be entitled (but not obliged) to advertise vacancies in such manner as it shall in its discretion deem fit in any and all media.
- 3.3 Notwithstanding the Company’s obligations under the Regulations, no warranty as to the suitability of any Candidate, or of the validity of any qualification or experience which the Candidate may have or purport to have, can be given by the Company.
- 3.4 If the Company, on behalf of the Client, reimburses a Candidate his travelling and out of pocket expenses in connection with attending an interview with the Client, such costs shall be invoiced to, and payable by, the Client in accordance with the payment terms set out in clause 5.4 below.

## **4 OBLIGATIONS OF THE CLIENT**

- 4.1 If and whenever the Client Engages a Candidate Introduced by the Company, the Client shall pay an Introduction fee in accordance with clause 5 below, unless the Engagement occurs more than 12 months after the Introduction of the Candidate.
- 4.2 The Client will notify the Company immediately an offer of Engagement is made to, or accepted by, a Candidate.
- 4.3 The Client warrants and undertakes to the Company that in the event that another Employment Agency (as defined by the Regulations) provides the Client with a CV or other relevant information relating to a Candidate Introduced by the Company, the Client will reject the same unless such other Employment Agency can show that it has complied with the Regulations; or the Company provides the Client with a declaration from the Candidate that it is the sole agency appointed to act on the Candidate’s behalf.

- 4.4 To enable the Company to comply with its obligations to the Candidate under the Regulations, the Client undertakes to provide full details of the role which it seeks to fill, including: the type of work; the location and hours of work; the experience training and qualifications which the Client considers necessary or which are required by law or any professional body for the role; and, any risks to health or safety known to the Client, and what steps it has taken to prevent or control such risks. In addition, the Client shall provide details of: the date it requires the Candidate to commence work; the duration or likely duration of the work; the minimum rate of remuneration; expenses and any other benefits that are offered; the intervals of payment of remuneration; and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.
- 4.5 The Client shall satisfy itself as to the suitability of any Candidate. It is for the Client to take up references, to check the validity of qualifications and to ensure that the Candidate has the necessary experience and expertise required to undertake the role. The Client shall be responsible for obtaining any work or other permits, and for ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 4.6 The Client undertakes that in the event of it effectively Introducing (directly or indirectly) any Candidate to another Person, resulting in an Engagement by that Person (which the Client shall immediately notify to the Company) within 12 calendar months of the Company's Introduction of the Candidate to the Client, then the Client will be liable to the Company for payment of an Introduction Fee in accordance with the Terms. Neither the Client nor the Person shall be entitled to a refund of the Introduction Fee in any circumstances. The Client acknowledges that this is not a penalty clause, and that this fee recognises the additional management costs incurred by the Company in this situation.
- 4.7 The Client consents to the disclosure of information relating to it by the Company to Candidates.
- 4.8 The Client undertakes not to employ or seek to employ any member of the Company's staff. If any member of the Company's staff nevertheless accepts an Engagement within three months of leaving the Company's employment, the Client will pay an Introduction Fee to the Company as if that member of staff had been Introduced to the Client by the Company, calculated at 50% of the member of staff's Remuneration as at the date of leaving the Company. The Client acknowledges that this is not a penalty clause, and that this fee recognises the additional management costs incurred by the Company in this situation.
- 4.9 The Client confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate or the Client if it Engages that Candidate to fill a vacancy; and will inform the Company immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or the Client.

## **5 INTRODUCTION FEES**

- 5.1 The Client agrees to:
- 5.1.1 notify the Company immediately an Engagement is offered to and accepted by the Candidate, and to provide documentary evidence if required;
- 5.1.2 pay the Introduction Fee as calculated in Clause 5.2, by the due date for payment in clause 5.4, if the Client engages the Candidate within 12 calendar months of the date of Introduction, whether or not the Client knew of the Candidate previously.

5.2 The Introduction Fee is calculated by applying the appropriate percentage shown below to the Remuneration applicable:

- a) **15% (Fifteen per-cent)** where Remuneration is up to £14,999; or,
- b) **20% (Twenty per-cent)** where Remuneration is £15,000 up to £24,999; or,
- c) **25% (Twenty Five per-cent)** where Remuneration is £25,000 up to £34,999; or,
- d) **30% (Thirty per-cent)** where Remuneration is £35,000 and above.

5.3 Where the Engagement will be on a fixed term basis of less than 12 months, the Introduction fee will apply pro-rata. If the Client a) extends the fixed term or b) re-engages the Candidate within 12 calendar months of termination, the Client shall be liable for any further Introduction fees (up to a maximum of 12 months) calculated in accordance with clause 5.2.

5.4 The Introduction Fee shall be payable within 30 days of the date of the Company's invoice which shall be rendered once the Candidate commences the Engagement, together with VAT at the standard rate. The Company reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date.

5.5 If the Client fails to provide the Company with full details of the Candidate's Remuneration on or before the date upon which the Introduction Fee becomes due, the Company may at its absolute discretion give notice to the Client as to its assessment of the value of the Candidate's Remuneration; and unless the Client provides the Company with full details of the Remuneration within one week, the Company's assessment of the Remuneration shall be binding upon the Client for the purposes of determining the Introduction Fee payable by the Client pursuant to this clause 5.

## **6 REFUNDS**

6.1 If an Engagement is terminated by either the Candidate or the Client (except where the Candidate is made redundant) within 10 weeks from the date of commencement of the Engagement, subject to the terms of clause 6.2 below, a refund of 10% of the Introduction Fee for each complete week not worked by the Candidate will be due from the Company to the Client.

6.2 In order to qualify for the refund set out in clause 6.1 above, the Client must comply with the provisions of clause 5.1 and clause 5.4 above, and must notify the Company in writing of the termination or non-commencement of the Engagement, within 7 days of the event.

6.3 In circumstances where clause 5.3 applies, the full Introduction Fee is payable and there shall be no entitlement to a refund.

6.4 If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 12 calendar months from the date of termination, then the refund shall be repaid to the Company. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.

## **7 TERMINATION**

7.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, immediately at any time, on written notice to the other Party:

- 7.1.1 if the other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy, the breach is not remedied within 14 days of the other Party receiving notice which specifies the breach and requiring the breach to be remedied; or,
- 7.1.2 if the other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other Party's assets or business, or if the other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

## **8 DATA PROTECTION**

- 8.1 For the purpose of this clause 8 the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" will have the meanings prescribed under the Data Protection Legislation.
- 8.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the Data Controller and the Client is the Data Processor. Clauses 8.3 to 8.6 below set out the relevant particulars of the Processing as required by the Data Protection Legislation.
- 8.3 The subject matter of Data Processing is to Process Candidate Personal Data as is necessary to receive the Services pursuant to the Agreement and as further instructed by the Company in the performance of the Agreement.
- 8.4 The nature and purpose of the Data Processing is to provide the services pursuant to the Agreement.
- 8.5 The category of Data Subjects is Candidates and any other individuals Engaged pursuant to the Agreement.
- 8.6 The type of Personal Data will include a Candidate's first and last name, contact information (email, phone, address), ID data, professional life data, and personal life data (including residency and immigration status).
- 8.7 The Client shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this Agreement:
  - 8.7.1 Process that Personal Data only on the written instructions of the Company unless required to do otherwise by applicable law. In that event, the Client shall inform the Company of such legal requirement before Processing the Personal Data other than in accordance with the Company's documented instructions, unless that same law prohibits the Client from doing so on important grounds of public interest;
  - 8.7.2 ensure that any natural person acting under the authority of the Client who has access to the Personal Data does not Process it except on the instructions of the Company, unless required to do otherwise under applicable law;
  - 8.7.3 ensure that is has in place industry leading security for the Personal Data, including protection against unauthorized or unlawful Processing and against accident loss,

destruction or damage; and implement industry leading technical and organisational measures, subject to review and approval by the Company, to ensure a level of security appropriate to the risk of harm that might result from: unauthorised or unlawful Processing, accidental or unlawful loss, destruction or alteration, unauthorised (or disclosure of) access, or damage to Personal Data taking into account:

8.7.3.1 the nature, scope, context and purposes of the Processing of the Personal Data to be protected,

8.3.3.2 the state of the art in technological developments in information security; and

8.3.3.3 the cost of implementing any measures;

And the Client shall include, as a minimum, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;

- 8.7.4 ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
- 8.7.5 immediately inform the Company if it considers that any of the Company's instructions infringe the Data Protection Legislation;
- 8.7.6 not transfer any Personal Data outside of the European Economic Area or any other territory in which the European Commission has decided that the third country ensures an adequate level of protection. In which case, the Client shall comply with any safeguards put in place by the Company to protect the Personal Data, and ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;
- 8.7.7 notify the Company without undue delay on becoming aware of a Personal Data breach, which shall include without limitation if any Personal Data is lost, stolen, destroyed, damaged or corrupted; or where there is an unauthorised or accidental disclosure of such Personal Data;
- 8.7.8 notify the Company immediately if it receives any complaint, notice or communication that relates to the Processing of the Personal Data (including without limitation any Data Subject requests) and/or to either Party's compliance with the Data Protection Legislation;
- 8.7.9 at the written direction of the Company, and automatically on the termination of the Agreement, delete or return Personal Data and copies thereof to the Company unless required by applicable law to store the Personal Data; provided always that if the Client Engages a Candidate, then such Personal Data may be retained for each such Data Subject until such Engagement has been completed;
- 8.7.10 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and make available such records and any other information necessary to demonstrate compliance with its obligations as a Data Processor under the Data Protection Legislation, and allow for and contribute to

audits by the Company or the Company's designated auditor or data supervisory authority on reasonable notice; and,

- 8.7.11 assist and co-operate with the Company as necessary and reasonable, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators. The Client shall be solely responsible for its own costs in complying with this provision.
- 8.8 The Company does not consent to the Client appointing any third party processor of Personal Data under the Agreement.
- 8.9 The Client shall indemnify the Company against all loss, liability, damages, costs, third party claims, fees and reasonable incurred expenses which the Company and/or any of its Candidates may incur or suffer by reason of any breach of this Clause 8 or the Data Protection Legislation by the Client, save where the Client is acting at the direct instruction of the Company. This indemnity shall only apply to the extent that such losses, liability, damages, costs, claims, fees and expenses are not materially contributed to by the Company.

## **9 LIABILITY**

- 9.1 Neither the Company nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:
  - 9.1.1 failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;
  - 9.1.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
  - 9.1.3 any loss, injury, damage, expense or delay incurred or suffered by a Candidate; (PROVIDED THAT nothing in this clause 9 shall be construed as purporting to exclude or restrict liability of the Company to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.
- 9.2 In consideration of the Company entering into an agreement with the Client into which the Terms are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for any loss, injury, damage, expense or delay suffered or incurred by any one arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; (PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement).
- 9.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the Introduction Fee payable to the Company and shall accept risk and/or insure accordingly.

9.4 Each of the Parties acknowledges that, in agreeing to the Terms, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in the Terms; and any conditions, warranties or other terms implied by statute or common law are excluded from the Terms to the fullest extent permitted by law. Nothing in the Terms excludes liability for fraud.

## **10 MISCELLANEOUS**

- 10.1 The Company reserves the right to review and to revise the Terms with prior notice to the Client.
- 10.2 A notice required or permitted to be given by either party to the other under the Terms shall be in Writing addressed to that other party at its registered office or principal place of business.
- 10.3 No waiver by the Company of any breach of the Terms by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4 Except as expressly provided in these Terms a person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 10.6 These Terms shall be governed by and construed in accordance with the laws of England and Wales.
- 10.7 The Terms contain the entire agreement between the parties, and unless otherwise agreed in writing by a Director of the Company the Terms shall prevail over any other terms of business previously agreed with the Client. No variations or alterations shall be valid unless agreed in writing by a Director of the Company.
- 10.8 The complete or partial invalidity or unenforceability of any provision in the Terms for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

*Registered office: HT Recruitment Ltd, trading as Initi8 Recruitment  
Spitalfields House, Stirling Way, Borehamwood, Herts, England,  
WD6 2FX  
Company number: 6339462 VAT: 935 8240 11*

## TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY CONTRACTORS

### 1. DEFINITIONS

1.1 In these terms and conditions (“**Terms**”) the following expressions shall have the following meanings:

**Assignment** means the provision of a Contractor to a Client to perform Services;

**Assignment Fees** means the fees payable by a Client for an Assignment, as set out in the Assignment Terms;

**Assignment Terms** means the specific terms relating to an Assignment, set out in a separate document;

**Client** means a person, firm or corporation who approaches Initi8 for the supply of a Contractor;

**Contractor** means a person, firm or corporation who is supplied by Initi8 to carry out Services for a Client;

**Engagement** means any employment or engagement, directly or indirectly, of a Contractor on a permanent or temporary basis;

**Introduction** means the delivery by Initi8 to the Client of information which identifies a Contractor;

**Introduction Fee** means the fee payable by the Client in accordance with Paragraphs 6 and 8 below;

**Initi8** means Initi8 Recruitment Limited, whose registered office is at Churchill House, 120 Bunns Lane, London, NW7 2AS (company number: 6339462).

**Services** means any work carried out by a Contractor for a Client under these Terms.

1.2 Initi8 is acting as an employment business pursuant to the Employment Agencies Act 1973.

## **2. THE CONTRACT**

- 2.1 These Terms together with the separate Assignment Terms constitute the entire agreement for the supply of the Contractor's services by Initi8 to the Client. These Terms are deemed agreed by the Client by virtue of a request for interview or the commencement of an Assignment and unless otherwise agreed in writing by a director of Initi8 prevail over any terms of business proffered by a Client.
- 2.2 When requesting details of Contractors for an Assignment, the Client shall provide details of the identity of the Client, dates and likely duration of the Assignment, the services to be provided (including location and hours, potential health and safety risks and steps taken to prevent or control such risks), training, qualifications or authorisations considered necessary, any expenses payable, the rate payable and the length of notice required.
- 2.3 The Client shall not allow a Contractor to undertake any work other than that which has been notified by the Client in accordance with Paragraph 2.2.
- 2.4 The Client agrees that upon Initi8 providing details of a potential Contractor, Initi8 shall be given priority over any duplicated applications by the same Contractor. Should the Client receive a duplicated application, the Client shall not engage that Contractor outside these Terms without the written permission of Initi8.

## **3. CHARGES**

- 3.1 The Client agrees to pay the Assignment Fees.
- 3.2 The Assignment Fees are calculated on a daily basis of 7.5 hours per day, based on a standard working week of 37.5 hours.
- 3.3 Travelling, hotel or other expenses as may be agreed from time to time (or if there is no such agreement, such expenses as are reasonable) shall be itemised on Initi8's invoice in addition to the Assignment Fees. VAT will be added to the charges, where applicable. These charges may be varied by Initi8 from time to time on reasonable notice.
- 3.4 All monies due under these Terms are invoiced weekly and are payable by the Client within 14 days from the date of Initi8's invoice.
- 3.5 Any breach of this Paragraph 3 shall entitle Initi8 to terminate without prior notice any one or more Assignments undertaken for the Client.
- 3.6 Initi8 reserves the right to charge the Client on any overdue sum at a rate of 4% per annum above Barclays Bank plc's base rate from time to time calculated daily (both before and after any judgment) from the date of the invoice to the date of payment.

## **4. TIME SHEETS**

- 4.1 At the end of each week of Assignment (or at the end of the Assignment) the Client agrees to verify and sign the Contractor's timesheets. Signature of such timesheets by the Client constitutes acceptance that the Contractor's services have been provided for the hours indicated on the timesheets.

- 4.2 The Client shall not be entitled to refuse to sign a timesheet on the basis that it is dissatisfied with the work performed by a Contractor.
- 4.3 If the Client is unable to sign a timesheet because of a dispute over the hours claimed, the Client shall inform Initi8 as soon as reasonably possible and shall cooperate fully with Initi8 to establish the number of hours actually worked by a Contractor.
- 4.4 Failure to sign the timesheet does not affect the Client's liability to pay the Assignment Fees due or any other sum due under these Terms.

## 5. AGENCY WORKERS REGULATIONS

- 5.1 The Client agrees to comply with all relevant provisions of the Agency Workers Regulations 2010 (the "Regulations") and to indemnify Initi8 against any cost, claim, loss or damage suffered as a result of Client's failure to comply with the Regulations.
- 5.2 In order to ensure that Contractors are receiving equal treatment the Client's permanent staff, the Client shall provide the following information to Initi8 (promptly if requested, and in any event prior to the 12<sup>th</sup> week of any Engagement) in respect of any Contractor whose Engagement exceeds 12 weeks:
  - (i) details of the level of basic pay;
  - (ii) details of any overtime payments or additional payments for shift work, unsocial hours or hazardous duties;
  - (iii) details of any bonus schemes (including eg how performance is appraised);
  - (iv) any vouchers (if applicable); and
  - (v) annual leave entitlement.

The above information shall be provided on the basis of the amount the Contractor would have received if they had been recruited directly by the Client.

## 6. INTRODUCTION FEES

- 6.1 The Engagement by a Client (or any group company) of a Contractor introduced by Initi8, or the introduction by the Client of a Contractor to any third party resulting in an Engagement (or, where applicable, if the Contractor has become incorporated under a limited company, the Engagement of that limited company) renders the Client liable to pay an introduction fee calculated in accordance with Initi8's standard scale of fees for permanent introductions (the "**Introduction Fee**"), provided that the Engagement takes place within the Relevant Period.
- 6.2 For the purposes of this Paragraph 6, the "**Relevant Period**" shall mean if there was no Assignment, within 6 months of the Introduction of the Contractor by Initi8 or, if there was an Assignment, the Relevant Period shall be the later of:
  - (a) 8 weeks commencing on the day that the Contractor last performed Services; and
  - (b) 14 weeks commencing on the first day that the Contractor first provided Services (provided that if there is a period of more than 42 days between Assignments this period shall commence on the first day of the Assignment following such period between Assignments).

- 6.3 In the case of an Engagement by a Client, the Client can, instead of paying the Introduction Fee, elect to extend the period of hire by the Extended Period (as defined below) after which time the Contractor shall be able to be engaged directly by the Client, or through another agency, without payment of the Introduction Fee.
- 6.4 Where a Client elects to extend the period of hire in accordance with Paragraph 6.3 above, the Client must give Initi8 7 days' prior notice in writing of its intention to do so. Where a Client fails to give such notice and directly engages the Contractor, an Introduction Fee will automatically become payable in accordance with Paragraph 6.1.
- 6.5 For the purposes of this Paragraph 6 the **"Extended Period"** shall mean 26 weeks or such other period as is specified in the Assignment Terms.
- 6.6 Where the Client fails to inform Initi8 of the annual remuneration of the Contractor, the Introduction Fee will be calculated by multiplying the daily charge of Initi8 Recruitment Services for the Contractor's services by **225**. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 6.7 Introductions of Contractors are confidential. In the event a Client, a group company or a related third party, within 26 weeks of the first Introduction or the last interview (whichever is the latter):
- (a) enters into an Assignment with a Candidate, and fails to notify Initi8; or
  - (b) passes on a Contractor's details to another employer resulting in the Engagement of a Contractor;

the Client shall be charged at twice the amount of the Introduction Fee. This fee must be paid by the Client with two weeks of commencement of work, with no entitlement to a refund.

*For limited company contractors who have contracted out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003:*

- 6A.1 The Engagement by a Client (or any group company) of a Contractor introduced by Initi8, or the introduction by the Client of a Contractor to any third party resulting in an Engagement renders the Client liable to pay an introduction fee calculated in accordance with Initi8's standard scale of fees for permanent introductions ("the **"Introduction Fee"**"), provided that the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied or, if there was no Assignment, within 6 months of the Introduction of the Contractor by Initi8.
- 6A.2 Where the Client fails to inform Initi8 of the remuneration of the Contractor, the Introduction Fee will be calculated by multiplying the daily charge of Initi8 for the Contractor's services by **225**. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

## **7. LIABILITY**

- 7.1. Whilst all reasonable efforts are made by Initi8 to ensure a reasonable standard of skills, integrity and reliability from Contractors in accordance with the Assignment requirements,

the Client accepts that no warranty as to the suitability of the Contractor can be given by Initi8.

- 7.2 Contractors are engaged by Initi8 Recruitment Services under contracts for services. They are not employees of Initi8 but are deemed to be under the supervision, direction and control of the Client from the time they report to take up their duties, for the duration of the Assignment.
- 7.3 The Client shall be responsible for obtaining any work and other permits and for ensuring that the Contractor satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 7.4 Initi8 shall not be liable for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of a Contractor or from any failure by Initi8 to supply a Contractor and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with failure of the Contractor to meet the requirements of the Client; any act or omission of a Contractor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; any loss, injury, damage, expense or delay incurred or suffered by a Contractor.
- 7.5 Nothing in this Paragraph 7 shall restrict any liability of Initi8 to the Client for personal injury or death resulting from the negligence of Initi8 nor any statutory liability or any exclusion or limitation that is prohibited by law.
- 7.6 The Client undertakes to indemnify Initi8 in respect of any and all liability, costs or damages of Initi8 for any loss, injury, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Contractor, whether wilful, reckless, fraudulent, negligent, dishonest or otherwise; and any loss, injury or delay suffered or incurred by Initi8 as a result of any act or omission of the Client; provided that this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly out of or in any way connected with an Assignment.
- 7.7 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Initi8 set out in these Terms are reasonable and reflect the charges payable to Initi8 and accepts the risk and/or will insure accordingly.

## 8. TERMINATION

- 8.1 If Initi8 reasonably believes that a Contractor is unsuitable for Assignment requirements, it will inform the Client immediately and it will be entitled to terminate the Assignment without prior notice and without liability.
- 8.2 If the Client, acting reasonably, determines that the services of a Contractor (an **“Unsuitable Contractor”**) prove to be wholly unsatisfactory to carry out the Services (subject at all times to the Client complying with its obligations within these Terms), the Client shall notify Initi8 in writing giving the full grounds for its dissatisfaction with the Unsuitable Contractor (a **“Dissatisfaction Notice”**).

- 8.3 Within 5 working days of receipt by Initi8 of a Dissatisfaction Notice, Initi8 shall either:
- (a) provide a suitable replacement for an Unsuitable Contractor, in which case Paragraph 3 shall continue to apply without interruption; or
  - (b) if no such suitable replacement is available, inform the Client, in which case Paragraph 3 shall cease to apply in respect of the Unsuitable Contractor with effect from the later of the date on which Initi8 receives the Dissatisfaction Notice or the Contractor ceases providing Services; or
  - (c) if Initi8 disagrees with the grounds as set out in the Dissatisfaction Notice, inform the Client, in which case the Assignment may then be terminated by either party.
- 8.3 Subject to any notice period that may be agreed in respect of a specific Assignment any of the Client, Initi8 or the Contractor may terminate an Assignment at any time without prior notice and without liability.
- 8.4 The Client shall notify Initi8 immediately (and in any event within 24 hours) if the Contractor fails to attend work or notifies the Client that he is unable to attend work for any reason.
- 8.5 The Client shall give Initi8 such co-operation as Initi8 may reasonably request (including but not limited to the production of relevant documents and the attendance of witnesses) at the Client's expense in any internal disciplinary proceedings, employment tribunal proceedings or other legal proceedings in relation to any Contractor's performance or conduct.

## **9. GENERAL**

- 9.1 The Client shall at all times treat the Contractor reasonably and not discriminate against the Contractor by reason of his or her gender, sexual orientation, race, age or disability.
- 9.2 Initi8 reserves the right to revise these Terms on reasonable notice to the Client.
- 9.3 These Terms and any Assignment Terms shall be governed by and construed in accordance with the laws of England and Wales and the English Courts shall have exclusive jurisdiction.