



## GENERAL TERMS AND CONDITIONS OF BUSINESS

### **Initi8 Recruitment Ltd**

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Company Registration Number: 6339462

### **Terms of Business for the Supply of Contractors**

#### **1. DEFINITIONS AND INTERPRETATION**

1.1 In these Terms and Conditions of Business (“**the Terms**”) the following expressions shall be given the following meanings:

“**Assignment**” means the period during which a Contractor performs services or carries out work for or on behalf of the Client or agreed between the Client and Initi8 Recruitment Services, commencing at the time the Contractor first reports to the Client to take up duties (or, if earlier, the commencement by the Contractor of such work or services) and ending upon the cessation by the Contractor of all such work and services;

“**Client**” means any person, firm or corporation who approaches Initi8 Recruitment Services with a view to placing an order with Initi8 Recruitment Services for the introduction or supply of a Contractor;

“**Contractor**” means any person, firm or corporation who is introduced or supplied by Initi8 Recruitment Services to the Client with a view to carrying out work for the Client;

“**Engagement**” means any employment or use of the Contractor on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement;

“**Introduction Fee**” means the fee payable in accordance with Paragraphs 6 and 8 below and Regulation 10 of the Employment Agencies and Employment Businesses Regulations 2003;

“**Initi8 Recruitment Services**” means Initi8 Recruitment Services or any of its subsidiary, associated or holding companies or associates.

1.2 For the avoidance of doubt, when providing services pursuant to these Terms Initi8 Recruitment Services is acting as an employment business pursuant to the Employment Agencies Act 1973.

1.3 These Terms shall apply to the supply of both PAYE and limited company contractors save that in the case of limited company contractors who have contracted-out of the Conduct of Employment Agencies and Employment Business Regulations 2003, Paragraph 6 shall be substituted for Paragraph 6A.

## **2. THE CONTRACT**

2.1 These Terms together with the separate Contract for Consultancy Services in respect of each Assignment constitute the contract for the supply of the Contractor's services by Initi8 Recruitment Services to the Client and are deemed to be accepted and agreed by the Client by virtue of a request for interview, an interview (whether in person or by telephone) by or on behalf of the Client or the acceptance by or on behalf of the Client or the commencement of work (whichever first occurs) of any Contractor.

2.2 When requesting Initi8 Recruitment Services to provide 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 the location and the hours to be worked, the potential health and safety risks together with the steps taken to prevent or control such risks), the training, qualifications or authorisations considered necessary, any expenses payable, the rate payable and the length of notice required. The Client shall not allow the Contractor to undertake any work other than that which has been notified by the Client in accordance with this Paragraph when approaching Initi8 Recruitment Services.

2.3 The Client agrees to Initi8 Recruitment Services advertising each vacancy that the Client issues to Initi8 Recruitment Services unless the Client specifies otherwise in writing.

2.4 The Client agrees that upon Initi8 Recruitment Services providing details of a potential applicant, Initi8 Recruitment Services will be given priority over any duplicated applications by or on behalf of the same potential applicant. Should the Client receive a duplicated application, the Client shall not engage that potential applicant outside these Terms without the written permission of Initi8 Recruitment Services.

## **3. CHARGES**

3.1 The Client agrees to pay the hourly charge that Initi8 Recruitment Services advised at the time of accepting the Contractor for each Assignment. The charges are calculated on an hourly basis at rates varying according to the number of hours required in any one week (to the nearest quarter hour). The hourly charge includes Initi8 Recruitment Services commission for introducing the Contractor and for arranging the payments due to the Contractor. (This will be a recurring charge for the duration of the Assignment.) 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 the Initi8 Recruitment Services invoice in addition to this charge. VAT will be added to the charges. These charges may be varied by Initi8 Recruitment Services from time to time with immediate effect.

3.2 All monies due under these Terms are invoiced weekly and are payable by the Client within 14 days from the date of Initi8 Recruitment Services invoice.

3.3 Any breach of this Paragraph 3 shall entitle Initi8 Recruitment Services to terminate without prior notice each and every Assignment concluded under these Terms between Initi8 Recruitment Services and the Client.

3.4 Initi8 Recruitment Services reserves the right to charge the Client interest in respect of any outstanding balance after the period for payment set out in Paragraph 3.2 (both before and after any judgment) from the date of the invoice up to and including the date of payment at a daily rate of 4% per annum above Barclays Bank plc's base rate from time to time.

## **4. TIME SHEETS**

4.1 At the end of each week of Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client agrees to verify and sign the Initi8 Recruitment Services timesheets in respect of any Contractor. Signature of such timesheets by the Client constitutes acceptance that:

- (a) the Contractor's services have been provided for the hours indicated on the timesheets;
- (b) that such services have been satisfactory;
- (c) that the Client agrees to and accept these Terms; and
- (d) that the Client will pay the charges in accordance with Paragraph 3 in full and without dispute or deduction.

4.2 The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Contractor.

4.3 If the Client is unable to sign the timesheet because the Client disputes the hours claimed, the Client shall inform Initi8 Recruitment Services as soon as reasonably possible and shall cooperate fully and in a timely fashion with Initi8 Recruitment Services to establish what hours, if any, were worked by the Contractor.

4.4 Failure to sign the timesheet does not alter the Client's liability to pay for hours worked by the Contractor and does not preclude Initi8 Recruitment Services charging the Client in full for all time actually worked by any Contractor in accordance with these Terms.

## 5. REMUNERATION

5.1 Subject to Paragraph 5.2 and if applicable and as required by law, Initi8 Recruitment Services assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions and the administration of Schedule E Income Tax (PAYE) in respect of the Contractor.

5.2. When a Contractor is either registered as a Limited Company or is self-employed, it/he/she will be paid on a gross basis and be responsible for their own tax and national insurance contributions and any other associated payments, deductions etc.

## 6. INTRODUCTION FEES

6.1 The direct Engagement by a Client of a Contractor introduced by Initi8 Recruitment Services, 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 subject to the payment of an introduction fee calculated in accordance with the accompanying scale of fees for permanent introductions ("**the Introduction Fee**") provided that the Engagement takes place within the Relevant Period. No refunds will be made payable for such placements as the ability of the worker is deemed proven.

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 Recruitment Services 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 for the Client pursuant to the Assignment; and

(b) 14 weeks commencing on the first day that the Contractor first provided services to the Client pursuant to an Assignment with the Client (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 the direct Engagement by the Client the Client can, instead of paying the Introduction Fee, elect to extend the period of hire by the Extended Period 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 the Client elects to extend the period of hire in accordance with Paragraph 6.3 above, the Client must give Initi8 Recruitment Services 7 days' prior notice in writing of its intention to do so. Where the Client fails to give such notice and directly engages the Contractor, a transfer 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 Contract for Consultancy Services.

6.6 Where the Client fails to inform Initi8 Recruitment Ltd of the annual remuneration of the Contractor, the Introduction Fee will be calculated by multiplying the hourly charge of Initi8 Recruitment Services for the Contractor's services by **300**. 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.

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

6A.1 The direct Engagement by a Client of a Contractor introduced by Initi8 Recruitment Services, or the introduction by the Client of a Contractor to any third party resulting in an Engagement renders the Client subject to the payment of an introduction fee calculated in accordance with the accompanying 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 Recruitment Services. No refunds will be made payable for such placements as the ability of the worker is deemed proven.

6A.2 Where the Client fails to inform Initi8 Recruitment Services 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.

## **7. LIABILITY**

7.1. Whilst reasonable efforts are made by Initi8 Recruitment Services to give satisfaction to the Client by ensuring reasonable standards 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 Recruitment Services.

7.2 Contractors are engaged by Initi8 Recruitment Services under contracts for services. They are not employees of Initi8 Recruitment Services but are deemed to be under the supervision, direction and control of the Client from the time they report to take up their duties and 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 The Client undertakes to verify, at the time that the Contractor begins to render services for or on behalf of the Client, that the Contractor is suitable for the Client's requirements and that it/he/she has the capability to carry out the duties required.

7.5 The Client agrees to be responsible for all acts, errors and omissions of the Contractor be they wilful negligence or otherwise, and will in all respects comply with all obligations, duties, regulations, by-laws, codes of practice and legal requirements (whether statutory or otherwise and without prejudice to the generality of the foregoing those relating to the place, nature or system of work) in any way arising from or directly or indirectly connected with the services rendered by a Contractor. For the avoidance of doubt this includes but is not limited to the Working Time Regulations, Health and Safety At Work Act etc and the provision of adequate Employer's and Public Liability Insurance cover for the Contractor during all Assignments but excluding the matters specifically mentioned in Paragraph 5 above.

7.6 The Client shall advise Initi8 Recruitment Services of any special health and safety matters about which Initi8 Recruitment Services is required to inform the Contractor, and shall carry out all health and safety risk assessments relevant to the Assignment. The Client will assist Initi8 Recruitment Services in complying with its duties under the Working Time Regulations (if applicable) by supplying any relevant information about the Assignment requested by Initi8 Recruitment Services and the Client will not do anything to cause Initi8 Recruitment Services to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Contractor for more than 48 hours in any week, the Client must notify Initi8 Recruitment Services of this requirement before the commencement of that week.

7.7 The Client warrants that it shall not request Initi8 Recruitment Services to supply any contractor to perform duties normally undertaken by staff who are participating in an official strike or other industrial action or duties normally undertaken by someone who has been transferred by the Client to perform the duties of the person participating in an official strike or other industrial action.

7.8 Neither Initi8 Recruitment Services 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 the introduction or supply of a Contractor to the Client or with any failure by Initi8 Recruitment Services to introduce or supply a Contractor for all or part of the period booked (save that in the latter case the Client may be entitled to a reduction or cancellation of the charge payable under Paragraph 3 in accordance with Paragraph 8.2) 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:

(a) failure of the Contractor to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to Paragraph 8.2);

(b) any act or omission of a Contractor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

(c) any loss, injury, damage, expense or delay incurred or suffered by a Contractor;

(d) any claim by or on behalf of any individual that there existed during the term of these Terms a contract of employment between the Client and such Contractor;

(e) any income tax, national insurance contributions, interest, costs and/or penalties thereon arising in respect of the Contractor for which the Client may be called upon to account to HM Revenue and

Customs and the disallowance of any VAT charged in respect of the services as allowable input tax for the Client

provided that nothing in this Paragraph shall be construed as purporting to exclude or restrict any liability of Initi8 Recruitment Services 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 that is prohibited by law.

7.9 In consideration of Initi8 Recruitment Services entering into an agreement with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify Initi8 Recruitment Services in respect of any and all liability, costs or damages of Initi8 Recruitment Services for:

- (a) any loss, injury, expense or delay suffered or incurred by a Contractor, howsoever caused;
- (b) any loss, injury, damage, 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
- (c) any loss, injury or delay suffered or incurred by Initi8 Recruitment Services 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 the relevant Assignment.

7.10 The Client warrants that it knows of no reason why it would be detrimental to the interests of the Contractor or Client for any Contractor to undertake any Assignment and that it will notify Initi8 Recruitment Services immediately if it becomes aware of any such reason.

7.11 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Initi8 Recruitment Services set out in these Terms are reasonable and reflected in the charges payable to Initi8 Recruitment Services under these Terms and shall accept the risk and/or insure accordingly.

## **8. TERMINATION**

8.1 If Initi8 Recruitment Services reasonably believes that a Contractor is unsuitable for Assignment requirements, it will inform the Client immediately of such belief and it will be entitled to terminate the Assignment without prior notice and without liability.

8.2 If the Client, acting reasonably, decides that the services of the Contractor prove to be wholly unsatisfactory to do the work required by the Client (subject at all times to the Client complying with its obligations within these Terms) (an “**Unsuitable Contractor**”) then the Client shall notify Initi8 Recruitment Services in writing of that fact giving the full grounds for its dissatisfaction with the Unsuitable Contractor (a ‘Dissatisfaction Notice’).

Within 5 working days of receipt by Initi8 Recruitment Services of a Dissatisfaction Notice, Initi8 Recruitment Services shall either:

- (a) provide a suitable replacement for the Unsuitable Contractor, in which case Paragraph 3 shall continue to apply without interruption;
- (b) if no such suitable replacement is available, inform the Client of that fact, in which case Paragraph 3 shall cease to apply in respect of the Unsuitable Contractor with effect from the date on which Initi8 Recruitment Services receives the Dissatisfaction Notice; or
- (c) if Initi8 Recruitment Services disagrees with the grounds as set out in the Dissatisfaction Notice, inform the Client, in which case the Assignment shall be terminated.

8.3 Subject to any notice period that may be agreed in respect of a specific Assignment any of the Client, Initi8 Recruitment Services or the Contractor may terminate an Assignment at any time without prior notice and without liability.

8.4 The Client shall notify Initi8 Recruitment Services immediately and without delay 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 Recruitment Services such co-operation as Initi8 Recruitment Services 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 Unsuitable Contractor’s performance or conduct.

## **9. GENERAL**

9.1 All and any business undertaken by Initi8 Recruitment Services is transacted subject to these Terms, all of which shall be incorporated in any agreement between Initi8 Recruitment Services and the Client.

9.2 These Terms together with the separate Contract for Consultancy Services in respect of each Assignment contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Initi8 Recruitment Services these Terms prevail over any terms of business or purchase conditions proffered by the Client. Where any clause or provision of these Terms conflicts with any clause or provision of any subsequent contract or agreement between Initi8 Recruitment Services and the Client, these Terms shall prevail, unless the subsequent contract or agreement specifically provides in writing that its terms shall prevail over these Terms.

9.3 No valid variation can be made to these Terms without the written consent of a director of Initi8 Recruitment Services and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

9.3 The complete or partial invalidity or unenforceability of any provision in these 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

9.3 The capacity of the Contractor for each Assignment will be notified by Initi8 Recruitment Services to the Client.

9.4 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, creed, colour or disability as may be the case.

9.5 These Terms supersede all Initi8 Recruitment Services previous terms of business whether written or verbal.

9.6 Initi8 Recruitment Services reserves the right to review and to revise these Terms without prior notice.

9.7 These Terms shall be governed by and construed in accordance with the laws of England and Wales and the English and Welsh Courts shall have exclusive jurisdiction

### **Terms of Business for the Introduction of Candidates to be directly employed by Clients (ie Permanent Staff)**

#### **1. DEFINITIONS**

1.1 In these Terms and Conditions of Business (“**the Terms**”) the following expressions shall be given the following meanings:

“**Candidate**” means a person introduced by Initi8 Recruitment Services to the Client to be considered for an Engagement including any members of Initi8 Recruitment Services own staff;

“**Client**” means any person, firm or corporation who approaches Initi8 Recruitment Services with a view to with a view to engaging or otherwise employing a Candidate or to whom a Candidate is introduced by Initi8 Recruitment Services;

“**Engagement**” means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client;

“**Initi8 Recruitment Services**” means Initi8 Recruitment Services or any of its subsidiary, associated or holding companies or associates;

“**Remuneration**” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client.

1.2 For the avoidance of doubt, when providing services pursuant to these Terms Initi8 Recruitment Services is acting as an employment agency pursuant to the Employment Agencies Act 1973.

1.3 Initi8 Recruitment Services shall act as an intermediary between the Candidate and the Client and does not have any authority to bind the Candidate.

#### **2. THE CONTRACT**

2.1 The instruction of Initi8 Recruitment Services, the interviewing (whether in person or by telephone) by or on behalf of the Client or the Engagement of a Candidate or the commencement by a Candidate of work for or the provision of services to the Client or the passing of information about the Candidate to

any third party following an introduction (whichever first occurs) shall be deemed acceptance of and agreement to these Terms.

2.2 When requesting Initi8 Recruitment Services to provide details of potential applicants, the Client shall provide details of the identity of the Client, the commencement date and likely duration of any fixed term employment (if applicable), the work to be provided (including the location and the hours to be worked, the potential health and safety risks together with the steps taken to prevent or control such risks), the training, qualifications or authorisations considered necessary, any expenses payable, the rate of remuneration and/or pay (and any other benefits offered by the Client together with the intervals) at which the candidate would be paid, and the length of notice which the applicant would be required to give and which the candidate would be entitled to receive to end the employment.

2.3 The Client agrees to Initi8 Recruitment Services advertising each vacancy which the Client issues to Initi8 Recruitment Services unless the Client specifies otherwise in writing.

2.4 The Client agrees that upon Initi8 Recruitment Services providing details of a potential candidate, Initi8 Recruitment Services will be given priority over any duplicated applications by or on behalf of the same potential candidate. Should the Client receive a duplicated application, the Client shall not engage that potential candidate outside these Terms without the written permission of Initi8 Recruitment Services.

2.5. The Client consents to the disclosure by Initi8 Recruitment Services to Candidates of information relating to the Client.

### **3. NOTIFICATION AND FEES**

3.1 The Client agrees:

a) to notify Initi8 Recruitment Services immediately of any offer of an Engagement which it makes to the Candidate; and

b) to notify Initi8 Recruitment Services immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to Initi8 Recruitment Services.

3.2 The introduction fee shall become due immediately upon the commencement of an Engagement.

The fee shall be as set out below:

25% of the Candidates first twelve months Remuneration

VAT will be added to the charges (if applicable).

3.3 In the event that the Engagement is for a fixed term of less than 12 months, the fee in Paragraph 3.2 will apply on a pro-rata basis. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 6 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

3.4 Charges for advertising must be separately agreed in writing before the advertisement is placed and will be payable irrespective of whether a Candidate is engaged. All other charges must be separately agreed in writing and will be payable irrespective of whether or not a Candidate is engaged.

3.5 All monies due under these Terms shall be paid by the Client within 14 days of the date of invoice by Initi8 Recruitment Services.

3.6 Initi8 Recruitment Services reserves the right to charge the Client interest in respect of any outstanding balance after the period for payment set out in Paragraph 3.5 (both before and after any judgment) from the date of the invoice up to and including the date of payment at a daily rate of 4% per annum above Barclay Bank plc's base rate from time to time.

### **4. REFUND**

4.1 In the event of a Candidate terminating or the Client lawfully terminating an Engagement within 8 weeks of the date upon which such Candidate commenced work for the Client and provided that:

(a) all monies due under these Terms have been paid by the Client in accordance with Paragraphs 3.2 to 3.6 of these Terms;

(b) such termination is not as a result of liquidation, bankruptcy, dissolution or amalgamation of the Client, redundancy, pregnancy, injury or ill health or by reason of the Candidate's race, sex, religion, sexual orientation or any disability;

(c) such termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with the Candidate's services or terminating employment either without proper cause or with a view to obtaining a refund unfairly;

(d) the Client serves notice on Initi8 Recruitment Services in writing of the termination of the Engagement within 7 days of such termination; and

(e) neither the Client nor any subsidiary, associated or holding company of the Client shall commence Engagement of the Candidate within 6 months from the date of the termination of the Engagement then the Client shall receive a rebate of 12.5% of the introduction fee for each full week after the termination of the Engagement. Under no circumstances will any expenses be refunded.

No rebate shall be payable by the Company in the event of failure by the Client to adhere to the time limits provided for this Paragraph.

No rebate shall be made in respect of an Engagement where the Candidate was previously engaged in any capacity by the Client through Initi8 Recruitment Services.

4.2 Should the Client (or any subsidiary, holding or associated company of the Client) subsequently engage the Candidate within the period of 6 calendar months from the date of the last interview, or withdrawal of an offer if later, a full introduction fee calculated in accordance with Paragraph 3 above becomes payable (with no entitlement to a replacement or refund).

## **5. INTRODUCTIONS**

5.1 Introductions of Candidate are confidential. The passing on of an introduction to another employer that results in the Engagement of a Candidate within 26 weeks of the introduction renders the Client liable to payment of Initi8 Recruitment Services fee of 30% of total Remuneration with no entitlement to any refund.

5.2 In the event of the client directly or indirectly approaches a candidate that Initi8 recruitment have introduced within 26 weeks of the first introduction or the last interview (whichever is the latter) and a candidate is subsequently employed by the client or 3<sup>rd</sup> party, the client has must inform Initi8 Recruitment within 5 working days of the candidate commencing employment, failure to do so will mean that the client will be charged at 50% of the candidates total Remuneration this fee must be paid with two weeks of starting with the client with no entitlement to any refund.

5.3 The Client undertakes that in the event of the Client effectively introducing (directly or indirectly) any Candidate to another person, firm or corporation (including any subsidiary, associated or holding company of the Client) resulting in an Engagement by that person, firm or corporation (which the Client shall immediately notify to Initi8 Recruitment Services) the Client shall pay to Initi8 Recruitment Services an introduction fee in accordance with Paragraph 3, unless the Engagement occurs more than 26 weeks after the introduction of the Candidate to the Client by Initi8 Recruitment Services or from the date of the Candidate's last interview with the Client whichever is the later.

5.4 Where the amount of the actual Remuneration charge is not known Initi8 Recruitment Services will charge a fee calculated in accordance with Paragraph 3.2 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to Initi8 Recruitment Services by the Client and/or comparable positions in the market generally for such positions.

## **6. SUITABILITY**

6.1 Initi8 Recruitment Services endeavours to ensure the suitability of any Applicant introduced to the Client, in particular Initi8 Recruitment Services shall:

(a) obtain confirmation of the Candidate's identity, that the Candidate has the experience, training, qualifications and any authorisations which the Client has notified Initi8 Recruitment Services pursuant to Paragraph 2.2 above, that it considers necessary and that the applicant is willing to work in the position which the Client is seeking to fill;

(b) inform the Client of such of the matters as outlined in Paragraph 6(a) as Initi8 Recruitment Services shall have obtained confirmation of;

(c) take all steps as are reasonably practicable to ensure that the Client and the Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill;

(d) take all steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.

6.2 The Client accepts that no warranty as to the suitability of the Candidate can be given by Initi8 Recruitment Services. Initi8 Recruitment Services cannot guarantee to find a suitable Candidate for each vacancy

6.3 Notwithstanding Paragraph 6.1, the Client shall satisfy itself as to the suitability of any Candidate for the purposes of the vacancy for which the Candidate has been introduced. Without prejudice to the generality of the foregoing, it is acknowledged by the Client that it is for the Client to take up references, to check the validity of qualifications and to ensure that the Candidate is capable of operating any equipment to the necessary level. The Client shall be responsible for obtaining any work and other permits and for ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.

## **7. LIABILITY**

7.1 Neither Initi8 Recruitment Services 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:

(a) 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 (subject to Paragraph 8 of these Terms);

(b) any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

(c) any loss, injury, damage, expense or delay incurred or suffered by a Candidate

provided that nothing in this Paragraph shall be construed as purporting to exclude or restrict liability of Initi8 Recruitment Services 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.

7.2 In consideration of Initi8 Recruitment Services entering into an agreement with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify Initi8 Recruitment Services in respect of any and all liability, costs or damages of Initi8 Recruitment Services for:

(a) any loss, injury, expense or delay suffered or incurred by a Candidate, howsoever caused; and

(b) any loss, injury, damage, 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 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.

7.2 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Initi8 Recruitment Services set out in these Terms are reasonable and reflected in the charges payable to Initi8 Recruitment Services under these Terms and shall accept the risk and/or insure accordingly.

## **8. GENERAL**

8.1 All and any business undertaken by Initi8 Recruitment Services is transacted subject to these Terms, all of which shall be incorporated in any agreement between Initi8 Recruitment Services and the Client.

8.2 These Terms together with the separate Contract for Consultancy Services in respect of each Assignment contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Initi8 Recruitment Services these Terms prevail over any terms of business or purchase conditions proffered by the Client. Where any clause or provision of these Terms conflicts with any clause or provision of any subsequent contract or agreement between Initi8 Recruitment Services and the Client, these Terms shall prevail, unless the subsequent contract or agreement specifically provides in writing that its terms shall prevail over these Terms.

8.3 No valid variation can be made to these Terms without the written consent of a director of Initi8 Recruitment Services and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

8.4 The complete or partial invalidity or unenforceability of any provision in these 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.

8.5 These Terms supersede all Initi8 Recruitment Services previous terms of business whether written or verbal.

8.6 Initi8 Recruitment Services reserves the right to review and to revise these Terms without prior notice.

8.7 These Terms shall be governed by and construed in accordance with the laws of England and Wales and the English and Welsh Courts shall have exclusive jurisdiction.

