

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following definitions and rules of interpretation apply:

Agency has the same meaning as given in the Regulations

Candidate means any person Introduced by ISL Talent to the Client as a work seeker for the purpose of the Engagement whether employed, self employed or providing their services through a personal service company;

Client means any person, company, firm or corporate body together with any subsidiary or holding company as defined in section 1159 of the Companies Act 2006 and any associated company who:

- (a) approaches ISL Talent with a view to Engaging a Candidate; or
- (b) to whom a Candidate is introduced by ISL Talent;

Data Controller means

(a) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and

(b) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;

Data Protection Legislation means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

Engagement means the engagement, employment or use of the Candidate by the Client or by any Third Party to whom or to which the Candidate was Introduced by the Client (whether with or without ISL Talent's knowledge or consent) on a permanent or temporary basis, whether under a contract of services or for services; under an agency, license, franchise or partnership agreement; or through any other engagement directly or through a limited company of which the Candidate is an officer or employee or through a limited liability partnership of which the Candidate is a member or employee or indirectly through another company and **Engages** and **Engaged** will be construed accordingly;

Introduction means

- (a) the passing of a curriculum vitae or other information about the Candidate; or
- (b) the interview of a Candidate in person or by telephone or by any other audio or visual means,

and the time of the Introduction will be taken to be the earlier of (a) and (b) above; and **Introduced** and **Introduces** will be construed accordingly;

ISL Talent means Incite Solutions Limited (company registration number 06060472) whose registered office is at Midway House, Staverton Technology Park, Herrick Way, Staverton, Cheltenham, Gloucestershire, GL51 6TQ.

Personal Data means as set out in, and will be interpreted in accordance with Data Protection Legislation;

Personal Data Breach means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate;

Process means as set out in, and will be interpreted in accordance with Data Protection Legislation and Processed and Processing will be construed accordingly;

Recruitment Services means the search for Candidates for vacancies that the Client has notified to ISL Talent and Introduction of them to the Client by ISL Talent.

Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended.

Remuneration means base salary, 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. Where a company car is provided by the Client, a notional amount of £5,000 will be added to the Remuneration. Where shares or share options are provided by the Client, as a substitute for basic salary, a notional amount of £20,000 will be added to the Remuneration.

Terms means the terms set out herein, which comprise the agreement between ISL Talent and the Client.

Transfer fee means a fixed fee of £15,000 + VAT.

2. ACCEPTANCE OF TERMS OF BUSINESS

- 2.1 These Terms constitute the entire agreement between ISL Talent and the Client in relation to the subject matter hereof and are deemed to be accepted by the Client and to apply by virtue of (a) an Introduction to the Client of a Candidate; or (b) the Engagement by the Client of a Candidate; or (c) the passing of information about the Candidate by the Client to any Third Party; or (d) the Client's interview or request to interview a Candidate; or (f) any other written expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work and/or Vacancy as that for which the Introduction was originally affected.
- 2.2 These Terms supersede all previous agreements between the parties in relation to the subject matter hereof.
- 2.3 These Terms prevail over any other terms of business or purchase conditions put forward by the Client save where expressly agreed otherwise by ISL Talent.
- 2.4 The Client authorises ISL Talent to act on its behalf in seeking a person to meet the Client's requirements.
- 2.5 For the purposes of these Terms, ISL Talent acts as an employment agency as defined within the Conduct Regulations.

CLIENT TERMS OF BUSINESS FOR PERMANENT/FIXED TERM CONTRACT VACANCIES

3. OBLIGATIONS OF ISL TALENT

- 3.1 ISL Talent shall use reasonable endeavours to find and Introduce Candidates to the Client suitable to carry out work of such nature as the Client shall notify to ISL Talent and arrange Assignments with the Candidates.
- 3.2 ISL Talent does not represent, warrant or undertake:
 - 3.2.1 to find a suitable Candidate for each vacancy notified to it by the Client; or
 - 3.2.2 that each Candidate Introduced to the Client is suitable for the Client's purposes.

4. OBLIGATIONS OF THE CLIENT

- 4.1 To enable ISL Talent to comply with its obligations under clause 3 the Client undertakes to provide to ISL Talent details of:
 - 4.1.1 the date on which the Client requires the Candidate to commence an Assignment and the duration, or likely duration, of the Assignment;
 - 4.1.2 the position which the Client seeks to fill, including the type of work the Candidate in that position would be required to do, the location at which, and the hours during which, the Candidate would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 4.1.3 the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Candidate to possess in order to work in the position;
 - 4.1.4 any Expenses payable by or to the Candidate;
 - 4.1.5 the fees or rate of Remuneration and any other benefits which the Client would offer to a Candidate in the position which it seeks to fill, and the intervals at which the Candidate would be paid; and
 - 4.1.6 the terms of the contract or where applicable, the length of notice which a Candidate in such a position would be required to give, and entitled to receive, to terminate the Engagement or employment with the Client.
- 4.2 The Client warrants that the information supplied in accordance with clause 4.1 shall be full, clear and accurate.
- 4.3 The Client shall satisfy itself as to the suitability of any Candidate for the Engagement for which the Candidate has been Introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to:
 - 4.3.1 take up and verify references relating to the Candidate's qualifications, skills, character and experience as appropriate;
 - 4.3.2 check the validity of the Candidate's qualifications;
 - 4.3.3 ensure that the Candidate has any necessary work or other permits required to comply with relevant asylum and immigration legislation from time to time in force; and

- 4.3.4 ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.

- 4.4 The Client shall notify ISL Talent immediately on the occurrence of the first of the following events:
 - 4.4.1 the Client makes an offer of Engagement to the Candidate;
 - 4.4.2 a Candidate accepts an offer of Engagement from the Client; or
 - 4.4.3 the commencement of an Engagement by a Candidate.
- 4.5 The Client agrees to provide written notice to ISL Talent within 3 working days if they have previous knowledge of a Candidate prior to an Introduction by ISL Talent and provide supporting documentary evidence to ISL Talent. If the Client fails to notify ISL Talent in accordance with this clause 4.5 then the Client shall waive any right to rely on such previous knowledge as a reason for non payment of any Introduction Fee and the Introduction is deemed to be the effective cause of introduction.
- 4.6 If the Client introduces any Candidate to any third party, whether directly or indirectly and that Introduction results in an Engagement of the Candidate by that third party, the Client shall:
 - 4.6.1 Immediately notify the Engagement to ISL Talent; and
 - 4.6.2 Pay to ISL Talent an Introduction Fee in accordance with these Terms, unless the Engagement occurs more than 6 months after the Introduction of the Candidate to the Client by ISL Talent or the date of the Candidate's last interview with the Client, whichever is the later.
- 4.7 The Client shall not, and shall not seek to cause ISL Talent to, unlawfully discriminate in relation to the services provided to Client in connection with these Terms and shall disclose any and all information requested by ISL Talent in the event a candidate makes a complaint;
- 4.8 The Client undertakes not to engage or seek to Engage any member of ISL Talent 's staff. If any member of ISL Talent's staff nevertheless accepts an Engagement within 3 months of leaving ISL Talent 's employment, the Client shall pay an Introduction Fee to ISL Talent as if that member of staff had been introduced to the Client by ISL Talent in accordance with these Terms.
- 4.9 Client warrants that it shall not and shall procure that its employees and agents shall not, pass any information concerning a Candidate to any Third Party. Client acknowledges that Introductions of Candidates are confidential and that failure to comply with this clause 4.9 may cause ISL Talent to breach the Conduct Regulations and/or the Data Protection Legislation and accordingly, Client agrees to indemnify ISL Talent from any and all liability in connection with Client's breach of this clause 4.8.
- 5. FEES
 - 5.1 The Client agrees to pay to ISL Talent the Introduction Fee calculated in accordance with clause 5.3 in respect of each Candidate Engaged, whether directly or indirectly by the Client.
 - 5.2 ISL Talent shall issue an invoice for the Introduction Fee upon the commencement of the Engagement by the Candidate or such other date as may be agreed with the Client.

CLIENT TERMS OF BUSINESS FOR PERMANENT/FIXED TERM CONTRACT VACANCIES

5.3 The Introduction Fee payable is calculated by applying the appropriate percentage set out in this clause 5.3 to the Candidate's total first year Remuneration, in line with the Service or Product Offering agreed:

Standard Service	25%
Exclusive Service	20%
ISL Talent Partnership	POA
ISL Talent Subscription	POA

5.4 When no formal agreement has been reached, ISL Talent will invoice in line with their Standard Service.

5.5 If the Candidate is engaged on a fixed-term contract of less than 12 months or on a part time basis, the Introduction Fee payable shall be calculated on the same basis of what it would have been if the Candidate had been Engaged on a full-time Engagement.

5.6 The Client agrees to inform ISL Talent promptly of the amount of Remuneration and in any event no later than 7 days following the Engagement of the Candidate. If the Client fails to inform ISL Talent of the amount of Remuneration, Remuneration shall be deemed to be the maximum level of remuneration payable for the position in which the Candidate has been Engaged having regard to any information supplied to ISL Talent by the Client and/or comparable positions in the market at the time of the Introduction of the relevant Candidate.

5.7 Where the Client withdraws an offer of employment made to the Candidate, for reasons outside of ISL Talent's control, the Client agrees to pay a minimum fee of 10% of the Remuneration for the services provided by ISL Talent prior to the Client's withdrawal. For avoidance of doubt an offer withdrawn for poor candidate references would not incur a Cancellation Fee. The Client further agrees to indemnify and hold harmless ISL Talent from any all liability in connection with the Client's withdrawal of such an offer.

6. REBATES

6.1 No rebate will be due unless agreed in advance as part of the overall Terms of Business, in line with ISL Talent's various Service or Product offerings. Any rebate agreed will only be due if:

6.1.1 the Client informs ISL Talent in writing of the termination of the Engagement within 7 days of the date of notice of termination or the date on which the Engagement ends (whichever is the earlier) together with a reason for the premature end of the employment;

6.1.2 ISL Talent's invoice for the fee must have been paid within the payment terms in accordance with these Terms.

6.1.3 The Candidate did not leave the employment because of discrimination or other acts against the Candidate; and

6.1.4 the Candidate was not at any time in the 12 months prior to the start of the employment employed or hired (whether on a permanent or contract basis, directly or indirectly) by the Client;

6.2 If the Client re-engages the Candidate within 12 months of the date of termination of the Engagement, ISL Talent reserves the right at its sole discretion to:

6.2.1 demand that the Client repay the Rebate; or

6.2.2 charge an Introduction Fee to the Client in accordance with these Terms.

7. PAYMENT TERMS

7.1 All amounts stated are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.

7.2 The Client shall pay all invoices in cleared funds no later than 14 days after the date of invoice or 30 days for the Standard and Exclusive Service.

7.3 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within clause 7.2 unless the Client notifies ISL Talent, in writing within 5 days of receiving the invoice, stating the reason the Client disputes the invoice. In the event the Client does so notify ISL Talent that it wishes to dispute part of an invoice, the Client agrees to pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with ISL Talent in order to resolve the dispute as quickly as possible.

7.4 Except as expressly agreed in writing by ISL Talent, all amounts due to ISL Talent shall be paid by the Client to ISL Talent in full without any deduction or withholding (other than as required by law) and the Client shall not be entitled to claim set off or counterclaim against ISL Talent in relation to the payment of the whole or part of such amount.

7.5 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms, then ISL Talent shall be entitled:

7.5.1 to re-invoice at our Standard Service charge of 25% of basic salary, or for an additional £5,000 + VAT on the original invoice: whichever is the higher amount.

7.5.2 charge interest on the outstanding amount at the rate of 5% a year above the base lending rate of HSBC Bank plc, accruing daily;

7.5.3 to require the Client to pay, in advance, for any Recruitment Services, or any part of the Recruitment Services, which have not yet been performed;

7.5.4 not to perform any further Recruitment Services, or any part of the Recruitment Services.
To charge compensation and recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2013.

8. TRANSFER FEES

8.1 If the Client:

8.1.1 Engages a Candidate Introduced by ISL Talent other than through the supply by ISL Talent; or

8.1.2 effectively Introduces any Candidate to any third party, whether directly or indirectly, and that Introduction results in an Engagement of the Candidate by that third party, the Client shall:

(a) immediately notify the Engagement to ISL; and

(b) pay to ISL Talent a Transfer Fee or a fee based on ISL Talent's Standard Service, whichever is the higher, unless the Engagement occurs more than 6 months after:

(i) the Introduction of the Candidate to the Client by ISL Talent; or

(ii) the date of the Candidate's last interview with the Client, whichever is the later.

9. TERMINATION

- 9.1 These Terms may be terminated by either party for any reason by giving to the other 30 days notice of termination in writing.

Immediate notice of termination may be given in the event that either party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or if the other party is in material breach of its obligations under these Terms and, if the breach is capable of remedy within 14 days, 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;

- 9.2 On termination of these Terms, the Client will pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by ISL Talent for the performance of the Recruitment Services before the date of termination.
- 9.3 Without prejudice to any rights accrued prior to termination, the obligations within clauses 4.9, 5, 6.2, 7, 9, 11, 12, 13, 14 15 and 16 will remain in force beyond the cessation or other termination (howsoever arising) of these Terms.

10. EQUAL OPPORTUNITIES

- 10.1 ISL Talent is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.

11. CONFIDENTIAL INFORMATION

- 11.1 All information contained within these Terms will remain confidential and the Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.
- 11.2 The Client shall not without the prior written consent of ISL Talent provide any information in respect of a Candidate to any Third Party whether for employment purposes or otherwise.

12. LIABILITY

- 12.1 ISL Talent shall use reasonable endeavours to ensure Candidates have the required standard of skills, experience and reliability to comply with the Requirement; the Client accepts and agrees that ISL Talent gives no warranty as to the suitability of any Candidate for any Requirement and ISL Talent is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of ISL Talent or of Candidate to evidence such to the Client nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill, experience or qualifications of Candidate.
- 12.2 ISL Talent is not liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of ISL Talent's performance or failure to perform any of its obligations in these Terms.

- 12.3 ISL Talent shall not be liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control. Except in the case of death or personal injury caused by ISL Talent 's negligence, the sole aggregate liability ISL Talent under or in connection with these Terms whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever (save as required by law) shall not exceed the Introduction Fee paid or due to be paid by the Client (as applicable) to ISL Talent under these Terms. ISL Talent shall not be liable for any matter not reported to it within 7 days of its occurrence.

- 12.4 The Client will indemnify and keep indemnified ISL Talent against any costs (including legal costs), claims or liabilities incurred directly or indirectly by ISL Talent arising out of or in connection with these Terms including (without limitation) as a result of:

- a) any breach of these Terms by the Client or by its employees or agents;
- b) any breach by the Client or by Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation, the Conduct Regulations and Data Protection Legislation); or
- c) any unauthorised disclosure of a Candidate details by Client or by Third Party, or any of its employees or agents.

13 DATA PROTECTION

- 13.1 For the purposes of this clause 14 "Data Subject" means as set out in and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate.
- 13.2 The parties hereto acknowledge that ISL Talent is a Data Controller in respect of the Personal Data of Candidate and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 13.3 The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 13.4 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, ISL Talent or by Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 13.5 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 13.6 The Client will -
comply with the instruction of ISL Talent as regards the transfer/sharing of data between the parties hereto. If the Client requires Personal Data not already in its control to be provided by ISL Talent, the Client will set out their legal basis for the request of such data and accept that ISL Talent may refuse to share/transfer such Personal Data where, in the reasonable opinion of

ISL Talent, it does not comply with its obligations in accordance with Data Protection Legislation; not cause ISL Talent to breach any of their obligations under the Data Protection Legislation.

- 13.7 In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify ISL Talent and will provide ISL Talent with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information ISL Talent reasonably requests relating to the Personal Data Breach.
- 13.8 In the event of a Personal Data Breach, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as ISL Talent may request to - investigate and defend any claim or regulatory investigation; mitigate, remedy and/or rectify such breach; and prevent future breaches. and will provide ISL Talent with details in writing of all such steps taken.
- 13.9 The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of ISL Talent.
- 13.10 The Client agrees it will only Process Personal Data of Candidate for the agreed purpose that is introduction for a Vacancy pursuant to these Terms.
- 13.11 The Client will provide evidence of compliance with clause 13 upon request from ISL Talent.
- 13.12 The Client will indemnify and keep indemnified ISL Talent against any costs, claims or liabilities incurred directly or indirectly by ISL Talent arising out of or in connection with any failure to comply with clause 13.

14 GENERAL

- 14.1 Any failure by the Employment Agency to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 14.2 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 14.3 No provision of these Terms will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.
- 14.4 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.

15 NOTICES

- 15.1 All notices in connection with the agreement under these Terms shall be in writing, addressed to the recipient at its registered office (if it is a company)

or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, or e-mail. Notices shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or, if sent by e-mail, one working day after transmission. This clause 14.1 shall not apply to the service of any proceedings or other documents in any legal action.

16 VARIATION

Unless otherwise agreed in writing by a director of ISL Talent, these Terms shall prevail over any other terms of business or purchase conditions put forward by the Client. No variation or alteration of these Terms shall be valid unless approved in writing by a director of ISL Talent.

17. Applicable Law

- 17.1 The agreement made under these Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the agreement made under these Terms or its subject matter or formation (including non-contractual disputes or claims).

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