



STANDARD TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF CONSULTANTS FOR BOTH CONTRACT AND PERMANENT HIRES

These terms and conditions (**Terms**) shall apply to every consultant that Alium Consultancy (**ALIUM**) introduces to You and represent the entire agreement between ALIUM and You (subject to any Client Contract as detailed below). All introductions are made on the basis of these Terms. We request that You sign these Terms where indicated however interviewing a Consultant introduced by ALIUM will amount to Your acceptance of our Terms.

Each time that you request ALIUM to source a Consultant for you, and/or ALIUM makes an Introduction to you and/or you interview a Consultant (whether face to face or via telephone), you agree to be bound by these Terms and adhere to them at all times.

If anything contained in these Terms is unclear then please speak to ALIUM regarding this.

DEFINITIONS

In these Terms the following words shall have the following meaning:

- Client Contract:** a contract to govern Your relationship with ALIUM during the Engagement Period where the Engagement is on a contract basis.
- Consultant:** any person or company (and their officers, workers and employees if applicable) who ALIUM introduces to You for an Engagement or permanent position
- Consultant Contract:** a contract between ALIUM and the Consultant for the Engagement
- Engagement:** the engagement of the Consultant to provide services to You on a contract basis
- Engagement Period:** the time period of the Engagement
- Introduction:** any introduction of a Consultant by ALIUM to You where ALIUM has provided You with the curriculum vitae or any other information regarding a Consultant either on a speculative basis or pursuant to a Request
- Offer:** an Offer by You to ALIUM to engage the Consultant for an Engagement
- Request:** a request by You in whatever form given to ALIUM for a Consultant for an Engagement or permanent position
- Permanent Contract:** a contract to govern Your relationship with ALIUM for contingent recruitment services
- You/Your:** the person, company, LLP, partnership or other body to whom ALIUM is making an Introduction

1. CONTRACT

- a. These Terms govern the relationship between ALIUM and You from the point of Introduction. Where the Introduction relates to the provision of a Consultant on a contract basis then these Terms shall govern the relationship between ALIUM and You up to the point that you enter into a Client Contract. Following any acceptance by ALIUM of an Offer for an Engagement ALIUM and You will enter into a Client Contract. Once the Client Contract has been entered into the terms of the Client Contract shall take precedence and prevail over these Terms. ALIUM will not accept any Offer for an Engagement unless You have agreed to the terms of the Client Contract and the Consultant has agreed to the terms of the Consultant Contract.
- b. Where the Introduction relates to the provision of a Consultant for a permanent position with You then these Terms shall govern the relationship between ALIUM and You up to the point that you enter into a Permanent Contract with NV which shall then take precedence.
- c. Following any acceptance by ALIUM of an Offer for an Engagement ALIUM and You will enter into a Client Contract. Once the Client Contract has been entered into the terms of the Client Contract shall take precedence and prevail over these Terms. ALIUM will not accept any Offer for an Engagement unless You have agreed to the terms of the Client Contract and the Consultant has agreed to the terms of the Consultant Contract.
- d. In the absence of a signed copy of these Terms, interviewing any Consultant introduced by ALIUM either face-to-face or via the telephone is an acceptance by the You of these Terms and an agreement to pay ALIUM fees.

2. INTRODUCTIONS

- a. Either following a Request or on a purely speculative basis ALIUM shall make an Introduction to You.
- b. All Introductions are strictly confidential and you agree that you shall not divulge the detail of any Introduction to any other party save for those in Your organisation who require information of the same to enable You to consider the Consultant.
- c. Following an Introduction all correspondence relating to the Introduction must be made directly to ALIUM and You shall not correspond directly with the Consultant. Should you decide to make an Offer all Offers must be made directly to ALIUM and not to the Consultant.
- d. You (or any partner of Yours or any company of Your group of companies) shall not engage or correspond with the Consultant for an Engagement or permanent position other than directly through ALIUM for 12 months following ALIUM's Introduction.
- e. Should you make an Offer to a Consultant other than through ALIUM in the 12 month period following an Introduction you shall be liable to pay a fee to ALIUM in accordance with clause 5.

- f. You shall ensure that, except as may be required by law or any regulatory authority, neither You nor any of your employees, agents or contractors shall make, or cause to be made, (whether to the employees, customers, suppliers, public, press or otherwise) any communication, media statement, announcement or other disclosure whatsoever, whether written or oral, about ALIUM or the Consultant, the existence of these Terms or any matter referred to in these Terms without ALIUM's prior written consent.
- g. Introductions are strictly confidential and if You pass the details of any Consultant to a third party resulting in the employment of the Consultant by any party then You (for whom the original Introduction was made) shall be liable under these Terms as if You had engaged or employed the Consultant.

3. SUITABILITY OF THE CONSULTANT

- a. The Introduction is made in good faith and ALIUM takes reasonable steps to ensure the accuracy of the Consultant's qualifications and experience, but;
 - 1. As far as permitted by law, ALIUM accepts no responsibility or liability for any loss or damage caused to You or any third party as a result of any reliance being placed on those qualifications or experience, or any loss or damage caused by any Introduction, or from any statement made by the Consultant.
 - 2. You are responsible for satisfying yourself as to the suitability of the Consultant for the Engagement. ALIUM advises You to obtain satisfactory references taken up directly so as to verify any claimed qualifications and experience.
 - 3. You are responsible for informing ALIUM of any particular qualifications, requirements, skills or experience that the Consultant must possess for the Engagement/permanent position and You are responsible for confirming to your satisfaction that the Consultant possesses such attributes.
- b. ALIUM agrees to only introduce Consultants to You who meet the minimum criteria for the Engagement/permanent position as set out by You in accordance with your Request, have an interest in the Engagement/permanent position for which they are introduced and have the right to work in the country where they are to work/provide services.

4. FEES

- a. Fees payable in relation to an Engagement are as follows (save that where any provision conflicts with a provision in the Client Contract, the provision in the Client Contract shall prevail):
 - 1. Fees are 30% margin based on the charge rate of the Consultant calculated for the duration of the Engagement plus any extensions / new Engagements concluded within 12 months of the termination of the original Engagement. If the charge rate is not known, the Fee shall be calculated in reference to 35% of the Consultant's pay rate.
 - 2. Fees for Engagements are invoiced monthly based on timesheets You have approved. An approved timesheet shall be taken as Your acceptance of the work done by the Consultant free from any defect. You agree that You will be bound by the contents of any timesheet signed by or on behalf of You and that the signature confirms agreement both to the hours worked and to the manner, quality and content of the work done.
- b. Fees relating to a permanent hire shall be 30% of the Consultant's annual basic salary and any guaranteed earnings including but not limited to any payments made directly or indirectly to the successful Candidate. This includes any bonus, 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 applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5,000.00 (GBP) will be added to the salary in order to calculate the fee due to ALIUM.
- c. All fees are payable 14 days from the date of the invoice and are due without demand. ALIUM reserves the right to charge interest on all overdue amounts at the rate of 3% per calendar month and reserves the right to claim any costs involved in any debt recovery.
- d. Fees are subject to VAT where appropriate.
- e. Fees are non-refundable.
- f. If You make more than one Engagement/permanent hire from the same shortlist the fee for the second and any subsequent Engagements/permanent hires will be invoiced in accordance with the above fee structure.
- g. Expenses shall be (a) pre-agreed with You before they are incurred, and (b) invoiced separately to any fee due, and (c) charged at cost.

5. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.

6. THIRD PARTY RIGHTS

No person other than ALIUM and You shall have any rights to enforce any of these Terms.

7. VARIATION

No variation or alteration to these Terms shall be valid unless such variations are agreed in writing between ALIUM and a copy of such varied terms given to You stating the date on or after which such varied terms shall apply.

SIGN TO CONFIRM YOU HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE TERMS

Signed for and on behalf of [CLIENT COMPANY]:

Date: