

STANDARD TERMS AND CONDITIONS FOR RECRUITMENT ASSIGNMENTS

“We” are Untapped Potential Ltd, a recruitment specialist. “You” are our client. These standard terms and conditions set out the way in which the recruitment assignment will be completed. The Recruitment Brief, the New Assignment Proposal and these Standard Terms & Conditions represent the entire agreement between us and supersede any previous agreement and understanding.

1 Nature of services and time commitments

- 1.1 The New Assignment Proposal sets out the services to be provided to you (the recruitment assignment) in order to fulfil the Recruitment Brief. Each recruitment assignment will be the subject of a separate agreement.
- 1.2 Any change to the New Assignment Proposal, the Recruitment Brief or to these terms must be agreed in writing by us both. Any such changes may lead to a revision of the fees.
- 1.3 If either Untapped Potential or you our Client cannot fulfil our respective obligations as set out in the New Assignment Proposal, we will each notify the other at the earliest opportunity and a revised timetable will be agreed in writing. Changes to the date of the Selection Day and to the agreed advertising may incur additional expenses. If this arises we will both agree in writing who will bear these additional expenses.

2 We will:

- 2.1 Use all reasonable efforts to complete the recruitment assignment to the timetable specified in the New Assignment Proposal.
- 2.2 Place advertising as agreed with you in the New Assignment Proposal. The content and cost of the advertising will be agreed with you before publication. You agree to pay for all agreed advertising costs incurred in respect of the recruitment assignment.
- 2.3 Coach the new appointee as specified in the New Assignment Proposal, following commencement of his/her employment with you in the new role. We will provide up to a maximum of two coaching sessions, no session being longer than one and a half hours. Additional coaching may be made available subject to additional charges.
- 2.4 Operate our business and fulfil our obligations under this agreement with reasonable skill and care and in accordance with the terms of the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended and updated from time to time.

3 You will:

- 3.1 Use all reasonable efforts to complete the client actions in the New Assignment Proposal to the timetable specified.
- 3.2 Not use the services of any other recruitment agency or of any of our competitors for the purpose of this Recruitment Brief during the term of this agreement.
- 3.3 Before making an offer of employment, clearly agree with the preferred candidate the specific responsibilities of the job role and the expected performance measures and adhere to these after the start of the appointee's employment.
- 3.4 Make the offer of employment to the preferred candidate within 14 days of the Selection Day.

4 Confidentiality and data protection

- 4.1 Untapped Potential and you our Client may receive information during the course of this recruitment assignment that is described as confidential. We both agree that we will not, without prior written consent, disclose to any third party, including candidates, confidential information received.
- 4.2 You acknowledge that information given in confidence by candidates in the course of recruitment and by the appointee during coaching must be kept confidential between Untapped Potential and each candidate and/or appointee.
- 4.3 Both Untapped Potential's and your obligations with regard to confidentiality will continue without any time limit after the end of the assignment.
- 4.4 Both parties agree to be data controllers for the purposes of the Data Protection Act 1998 and agree to process all personal data obtained in acting under this agreement in accordance with the terms of the Data Protection Act 1998.

5 Fees and expenses

- 5.1 The total price for the recruitment assignment is specified in the Price and Payment section of the New Assignment Proposal. You agree to pay the amounts specified within 14 days of date of invoice.
- 5.2 We will not incur on your behalf any additional fees or expenses without your agreement in writing.
- 5.3 If you are late in paying us we may claim interest and costs of recovery in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.

6 Cancellation of this agreement

- 6.1 We may terminate this agreement in writing with immediate effect in the event that we become aware of any material breach of the terms of this agreement by you, in which event you agree to pay any previously agreed costs incurred by us, including any advertising costs, up to the total amount specified in the Price and Payments section of the New Assignment Proposal.

- 6.2 You may terminate this agreement in writing at any time. However you agree to compensate us for our reasonable losses on termination as follows:

- 6.2.1 Cancellation more than 10 calendar days ahead of the Selection Day will incur 40% of the fees specified in the New Assignment Proposal and the full amount specified in the advertising budget.
- 6.2.2 Cancellation 10 days before the Selection Day or later will incur 75% of the fees specified in the New Assignment Proposal together with the full amount specified in the advertising budget.

7 Non appointment

- 7.1 In the event of non-appointment following the recruitment assignment we will re-advertise the position and re-run the Selection Day at no further cost. Any candidates being considered from any other source, including internal candidates, must attend this second event before any offers of employment are made. The recruitment process will be re-started within 45 days of the original Selection Day. If this second recruitment process is unsuccessful this agreement will automatically terminate. In the event that no appointment is made to a candidate we present following the second Selection Day, you will be liable to us for any venue costs and other third party costs incurred during the entire recruitment process but not for our recruitment package fee.

8 Appointment other than through Untapped Potential

- 8.1 When you accept in writing the Recruitment Brief and the New Assignment Proposal, you agree to work exclusively with us for the specified recruitment assignment. If during the recruitment process (including post-final interviews and before a second event has taken place as specified in paragraph 7.1 above) you make an appointment for this assignment via another method, including appointment of an internal candidate, you agree to compensate us for our reasonable losses/administration costs as if you had terminated the agreement as specified in paragraphs 6.2.1 and 6.2.2 above.

9 Termination of the new appointee's employment

- 9.1 If the new appointee's employment is terminated by you (within 3 months of their start date) and provided that you have met all your obligations as set out in this agreement and you have complied with all your obligations as the employer and you have not altered the appointee's terms and conditions of employment (including job description) then we will:
 - 9.1.1 Re-advertise the position and re-run the Selection Day at a cost to you only of the advertising and venue costs if the termination of employment is within three months of the commencement date of the appointee's employment with you.
 - 9.1.2 Re-advertise the position and re-run the Selection Day at a cost to you of the advertising and venue costs plus 25% of the UP fees set out in the New Assignment Proposal if the termination of employment is between three months after and six months after the commencement date of the appointee's employment with you.
- 9.2 If the new appointee resigns from employment within 3 months of their start date then clause 9.1.1 will apply. We will be under no obligation under this agreement to re-perform the Recruitment Assignment if the candidate resigns after that date.

10 Limitation of liability

- 10.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 10.2 Nothing in this agreement limits or excludes our liability for death or personal injury resulting from negligence, or for any damage or liability incurred by you because of our fraud.
- 10.3 We shall not be liable to you for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses including any loss of profit, loss of business or for any depletion of goodwill.
- 10.4 We shall not be liable to you for any act or omission of any candidate at any stage during the recruitment process, nor for any act or omission of any appointee before or following their employment by you.
- 10.5 Our total liability to you under this agreement in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement is limited to the total amount paid or payable by you to us for this recruitment assignment set out in the New Assignment Proposal.

11 Rights of third parties

- 11.1 No third party can enforce any benefit under this Agreement except as regards any rights that candidates or appointees may have under clause 4 of these terms.

12 Governing law

- 12.1 The terms of this Agreement shall be governed and construed in accordance with the laws of England and Wales.